

The Solicitors Journal.

LONDON, MAY 30, 1885.

CURRENT TOPICS.

MR. RICHARD HOWELL WALKER LEACH has been appointed one of the Chancery Registrars, to fill the vacancy caused by the retirement of Mr. MERIVALE. Mr. LEACH is a son of Mr. R. H. LEACH, who retired from the position of senior registrar in January, 1882, and a great-nephew of Sir JOHN LEACH, who was Master of the Rolls from 1827 to 1834, having previously occupied the position of Vice-Chancellor of England.

MR. FRANCIS JULIAN SYNGE has been appointed to the vacant clerkship in the registrars' office. Mr. SYNGE was admitted a solicitor at Michaelmas, 1880, and has been in practice in London since that date.

THE CAUSE LISTS were not published at the time of our going to press, but it will be found that the appeals number 301, of which 169 are from the Chancery Division, 103 from the Queen's Bench Division, and 14 from other courts. The appeals at the commencement of the Easter Sittings were 320. In the Chancery Division the list will show an aggregate of 667 causes and matters before the five judges, being 66 less than at the beginning of the Easter Sittings.

IN A CASE last week on appeal from a county court, the Divisional Court (HUDDLESTON, B., and WILLS, J.) refused to allow the counsel who appeared for one of the parties to supplement the judge's notes by certain facts which the counsel said were given in evidence, the counsel himself having been present at the trial in the county court. The court said that, as they had the judge's notes before them, they could not take notice of any facts not stated there, and that the proper course to pursue when the notes were defective was to apply to the judge to amend his notes, and to set out the facts alleged to have been omitted. The rule of October, 1884 (ord. 59, r. 8), by its terms only applies to cases where there are no judge's notes at all, and not to a case where those notes are defective.

ATTENTION HAS BEEN CALLED to a difficulty likely to arise in connection with the recently-passed Registration Act, 1885 (48 Vict. c. 15). It is stated that whereas "the local authority is ordered, within seven days of the passing of the Act, to issue a precept to the overseers," "in the case of parliamentary boroughs no one has been able to make out who the local authority is, since one clause points to the clerk of the local board, while another seems to have reference to the clerk of the peace." The difficulty, if it should arise, will not be so great as has been supposed. It would arise in connection with section 7 of the Act. By this section "clerks of the peace and town clerks shall send their precepts to the overseers in the present year within twelve" [not seven, as in the Bill] "days after the passing of the Act" [which passed on the 21st of May last]. Directions to send precepts are also contained in the Parliamentary Registration Act, 1843 ss. 2, 10, and the Act of 1885 alters the dates at which the precepts are to be sent from the 10th of June to "within twelve days after" the 21st of May in the present year, with another provision as to subsequent years. As to clerks of the peace no difficulty can arise, and it is specially provided by sub-sections 2 and 3 of the Act, that "where a parliamentary

county is co-extensive with a quarter sessional area," the clerk of the peace for that area shall perform all the duties under the Act, and that where such county extends to more quarter sessional areas than one, the clerk of the peace of each county quarter sessional area shall, in respect of each parish within his jurisdiction, perform such duties. With regard to town clerks, recourse must be had to section 101 of the Parliamentary Registration Act, 1843, which, by section 19 of the Act of 1885, may be used as an interpretation clause. By section 101 of the Act of 1843, "town clerk" shall, except in regard to the City of London, Westminster, and Southwark, "mean any person executing the duties of town clerk, or, if, in any city or borough, there shall be no such officer as town clerk, then to any officer executing the same or the like duties as usually devolve upon the town clerk, or, if there be no such person, then to the returning officer of such city or borough, or to such person as the returning officer may appoint for that purpose." In parliamentary boroughs which are also municipal, the town clerk of the municipal borough will clearly be the officer to send the precepts; but, in parliamentary boroughs which are not also municipal boroughs, such as the metropolitan boroughs, there will be some difficulty in finding a returning officer. It is provided, no doubt, by section 11 of the Reform Act, 1832, that the sheriff of each county, in cases where no returning officer is provided, shall annually nominate a "fit person" to be the returning officer; but that section has reference to service at actual elections only, and it would require a very liberal construction of it for the returning officers nominated thereunder to act under the Registration Acts for new boroughs. We have failed to discover any clauses in the new Act intrusting clerks of local boards, or, in boroughs not being counties of themselves, clerks of the peace, with the performance of any of the duties thereunder, whether in connection with the issue of precepts or otherwise.

OUR READERS may, perhaps, recollect that more than a year ago (28 SOLICITORS' JOURNAL 285) we drew their attention to the case of *Yeo v. Dawe* (32 W. R. 203), which, we observed, seemed to open the way to some startling suggestions respecting the stamping of contracts for sale. In our present issue we give a report of the same case in the Court of Appeal, from which it appears that the consequences to which we alluded are of so startling a character as to compel the court to reverse the judgment of the court below. The question was as follows:—The parties had been carrying on negotiations for the renewal, or rather, confirmation, of a voidable lease, and had come to terms, and a contract had been entered into in these words:—

"I, J. Dawe, promise to pay J. Yeo, on his signing a lease of the Castle Hotel, the sum of £50."

This had been subsequently stamped with a 6d. stamp as an agreement, but the Divisional Court, consisting of Mr. Justice GROVE, and Mr. Baron HUDDLESTON, held that it was a promissory note within the meaning of section 49 of the Stamp Act, 1870, and, therefore, was not only improperly stamped, but was incapable of being stamped subsequently to its execution. The majority of the Court of Appeal, in reversing this decision, seem to have expressed our sentiments with great exactness; for they admitted that the document came within the language of the Act, while they perceived that the consequences of holding it to be a promissory note would, in practice, be simply intolerable. The distinction, as we pointed out, between this document and a common contract for sale is (if there is any distinction) of the flimsiest description; and it would hardly be possible to give any decent reason for holding that the one is a promissory note, and that the other is not. But the salient moral of the whole affair is a reflection upon the obtuseness of the statuemongers, whose mole-eyed vision never allows them to see that the public interest is sometimes at variance

with the efforts of their ingenuity. Their minds are so full of a ridiculous anxiety lest "the revenue should be defrauded," that they make haste to fling in wholesale expressions which, if taken literally, would impose an intolerable drag upon the transaction of common business. The present is one of their most successful efforts; and they may view with pride the spectacle of perplexed courts and contradictory decisions. We have the Master of the Rolls and Lord Justice Baggallay on the one side, and, on the other, Lord Justice Bowen, Mr. Justice Grove, and Mr. Baron Huddleston; and the judges whose opinion has prevailed were obliged to admit that it could not be reconciled with the precise language of the Act.

THE CASE of *Barlow v. Teal*, decided by the Divisional Court of the Queen's Bench Division a few days ago, which is, we believe, only the second decision given by the High Court on the Agricultural Holdings Act, 1883, did not add much to the solution of the difficulties of that Act. The point was as to the meaning of the provision in section 33, that "where a half-year's notice, expiring with a year of tenancy, is by law necessary and sufficient for determination of a tenancy from year to year," a year's notice so expiring shall be necessary and sufficient. The tenant held under an agreement providing that "six months' notice, given in the usual way," should terminate the tenancy, and the court decided that six months' notice was sufficient. A like decision was arrived at in *Wilkinson v. Calvert* (26 W. R. 829, L. R. 3 C. P. D. 360) under the similar provision of the Agricultural Holdings Act, 1875, but there the agreement stipulated only for "six months' notice," without the words "given in the usual way." It is, of course, perfectly clear that six months' notice is not equivalent to a half-year's notice (*Walker v. Constable*, 3 Wils. 25; *Doe v. Porter*, 3 T. R. 13). But the question which has most frequently arisen is whether a tenancy under an agreement which expressly provides for a half-year's notice is within section 33. Do the words "by law" mean "by implication of law," so as to exclude from the operation of the section cases in which the parties have expressly agreed on the length of notice? This point does not seem to have been referred to in the judgments in the recent case, but it was considered in *Wilkinson v. Calvert*, and Lord COLERIDGE there said:—"No doubt, in an ordinary tenancy from year to year, created by such acts of the parties as acceptance of rent, or holding over, or otherwise, without any express stipulation for notice to quit, it is incidental to the tenancy that it cannot be put an end to but by a half-year's notice, expiring at the end of the year of tenancy. This the draftsman of this Act well knew, for he says, 'Where a half-year's notice is by law necessary, a year's notice shall hereafter be necessary.' That, no doubt, will apply in all cases where there is no express stipulation as to notice." It is to be regretted that the court in the recent case did not base their decision on the ground that the parties having expressly agreed as to the notice to quit, section 33 had no application. It cannot be presumed to have been the intention of the Legislature to disable parties from making express agreements as to a half-year's notice to quit.

In the House of Commons, on the 21st inst., Sir R. Cross, referring to the Registration Act which had just received the Royal assent, asked whether the Attorney-General could state what steps clerks of the peace and town clerks ought to take in the newly-created and merged boroughs, having regard to the fact that the Redistribution Bill would probably not become law till the 20th of June. The Attorney-General said: It appears to me clear that clerks of the peace and town clerks must issue their precepts entirely in relation to the present state of the law and regardless of the provisions of the Redistribution Bill. It is impossible for them to anticipate the coming into operation of that Bill at a future date. But clauses will have to be inserted in the Redistribution Bill to provide for the various modifications which will be necessary after that Bill passes to meet the case of new boroughs, enlarged boundaries of old boroughs, and merged boroughs and divisions of counties. But with the assimilation of the franchise there will not be much difference in the lists, and if the Redistribution Bill passes, as it may be hoped it will, by the third week in June, I trust the great inconvenience that no doubt has been created will be overcome. I wish to add that, departing from the usual custom as to the date of printing and distributing Acts of Parliament, the Home Office is now distributing to all clerks of the peace and town clerks copies of the Registration Act, so that they may have no difficulty in obtaining information as to their duties.

UNILATERAL MISTAKE.

IN considering questions of "mistake," it is of the first importance to distinguish the forms of action in which the questions arise; for the mistake of one party may constitute a valid defence in specific performance, although it would not be a ground for rescinding the contract. Lord St. Leonards laid it down, in unhesitating terms, "that, unless a clear fraud be established, there ought to be no relief in equity, for there is a great difference between establishing and rescinding an agreement" (Vendors and Purchasers, p. 244); and, in another work, the same great authority says: "There is no part of the jurisdiction of a court of equity which requires to be executed with more caution than that of rescinding a contract" (Law of Property, p. 598).

The recent case of *Paget v. Marshall* (L. R. 28 Ch. D. 255) is in apparent conflict with the foregoing principles; for Bacon, V.C., held, in that case, that an executed contract might be set aside simply on the ground of the plaintiff's mistake. It will not be without interest to examine whether this proposition, startling from its novelty, was absolutely necessary for the actual decision; or whether the effect of the evidence was not to establish fraud, or something closely akin to fraud, on the part of the defendant. The learned judge may have come to the conclusion that the mistake of one party was, during the treaty, perceived by the other; and a person who thus takes advantage of a mistake stands on the confines of fraud; but, though there are passages in the judgment which hint at some such conclusion, the professed ground of decision is merely the proved mistake of one party alone. The facts of the case, so far as they are material to the present subject, are as follows:—

By a letter dated the 13th day of November, 1883, the plaintiffs offered to grant a lease to the defendant for seven, fourteen, or twenty-one years of the upper part of Nos. 48, 49, and 50, Aldersgate-street, consisting of first, second, third, and fourth floors (reserving for their own use one of the closets on the second floor landing), for the sum of £500 per annum and taxes. This offer was next day accepted in writing by the defendant in unqualified terms. A lease carrying out the agreement contained in the two letters was duly executed on the 21st day of December, 1883; and thereby the first, second, third, and fourth floors (with the reservation already mentioned) were demised to the defendant for twenty-one years at the yearly rent of £500.

Almost immediately after the transaction had been completed, the lessors discovered what they asserted to be an error in the lease. They alleged that the first floor of No. 48 was by inadvertence included in the offer of the 13th of November, and that "the defendant knew that the same had been included by inadvertence." They also explained the repetition of the mistake in the lease, by stating that the letters between the parties had been the only instructions supplied to their solicitor for the preparation of the formal instrument.

Stated shortly, therefore, the case stood thus. A lessor had included in the lease more of his property than he had intended to let, and afterwards sought to get rid of the bargain. Now, it is important to observe that the agreement in writing, contained in the two letters, was not in any way ambiguous; the four floors of the three houses were all expressly included in it, and the parcels of the lease were framed in identical terms. There was, therefore, no case for rectification, for it is well established that, in the absence of ambiguity, parol evidence cannot be admitted to rectify an agreement in writing; and, as the lease was in conformity with the antecedent agreement, it was equally out of the question to rectify it. Thus, although the claim was alternatively for rectification or rescission, and the defendant ultimately elected to submit to the former alternative, yet in substance the case rested entirely on the jurisdiction of the court to rescind the contract. In support of the plaintiffs' case, evidence was adduced under three distinct heads:—(1) Negotiations between the parties before the agreement; (2) the letting value; and (3) the structural condition of the property. The evidence under the first head, whether it was rightly admitted or not, was to the effect that the first floor of No. 48 had never been mentioned in the preliminary negotiations. This was, however, denied by the defendant. The letting value of the premises was estimated by the experts strictly in accordance with the requirements of the party for whom they were called; and, the numbers on each side being about equal, their contradictory

opinions may be taken as mutually destructive. As to structural condition, it was proved that the first floor of No. 48 was completely cut off from the upper part of the house; that, with the ground floor, it formed a separate and distinct building, which had been constructed for the purpose of carrying on the plaintiffs' business; and that the upper part of No. 48 was approached by a separate staircase.

It was, then, having regard to this last head of evidence, in the last degree improbable that the plaintiffs intended to let the most valuable part of their own premises; but there seems to have been no evidence to show that the defendant knowingly took advantage of the plaintiffs' mistake. This element of *quasi* fraud undoubtedly existed in the case of *Harris v. Pepperell* (16 W. R. 68, L. R. 5 Eq. 1), which was relied on as an authority in favour of the plaintiffs. There Lord Romilly decided that the mistake of the vendor was sufficient to enable the court to rectify the conveyance where it was possible to replace the parties in their original positions. Accordingly, where, in a conveyance of messuages, the plan on the deed comprised a piece of land not intended by the vendor to be included, a decree was made to rectify the deed, an option being given to the purchaser to have the contract annulled. But the only ground upon which this decision can be supported is that the purchaser knew that the additional piece of land was included by mistake, a circumstance which raised a personal equity against him. In order to bring *Paget v. Marshall* within the authority of *Harris v. Pepperell*, it is necessary to suppose that the lessee was aware of the mistake made by his lessor. Of this there was, as already stated, no direct evidence; but the learned Vice-Chancellor seems to have formed an opinion on the subject against the *bona fides* of the lessee, although his judgment rested exclusively on the ground of unilateral mistake. Thus, he says, "On the evidence it looks very like a common mistake. The defendant, it is true, says, in his defence, that he took it on the faith that the first floor of No. 48 was intentionally included in the letter of the 13th of November, 1883. Certainly he never said so until it is said in the defence;" and farther on he reverts to the same point in the following manner:—"But without being certain, as I cannot be certain on the facts before me, whether the mistake was what is called a common mistake, that there was, to some extent, a common mistake I must, in charity and justice to the defendant, believe, because I cannot impute to him the intention of taking advantage of any incorrect expression in the letter. He may have persuaded himself that the letter was right; but if there was not a common mistake it is plain and palpable that the plaintiff was mistaken, and that he had no intention of letting his own shop, which he had built and carefully constructed for his own purposes." The notion of a common mistake was entirely at variance with the sworn testimony of the defendant; there was either an unfair advantage taken by him of the plaintiff's mistake, or it was simply a case of unilateral mistake. To set aside an executed contract on the latter ground appears to us a considerable extension of the principles of equitable relief. It is not supported by a single previous decision, and runs counter to the opinions of the most respectable writers. Moreover, there is a decision of the Court of Appeal, of recent date, which seems conclusive on the subject. The case to which we refer (*Tamplin v. James*, 29 W. R. 311, L. R. 15 Ch. D. 215) was not cited in the case under discussion, but there Baggallay, L.J., sitting for Malins, V.C., and the Lords Justices affirming his decision, expressly decided that the mistake of one party is not a ground for resisting specific performance: *a fortiori*, it is no ground for setting aside the contract after it has been executed by conveyance and payment. The words of Baggallay, L.J., are forcible and in point, and with an extract from his judgment we shall conclude our remarks upon the case of *Paget v. Marshall*. "It is doubtless well established," says the Lord Justice, "that a court of equity will refuse specific performance of an agreement where the defendant has entered into it under a mistake, and where injustice would be done to him were performance to be enforced. The most common instances of such refusal on the ground of mistake are cases in which there has been some unintentional misrepresentation on the part of the plaintiff (I am not now referring to cases of intentional misrepresentation, which would fall rather under the category of fraud), or where, from the ambiguity of the agreement, different meanings have been given

to it by the different parties. The case of *Manor v. Back* (6 Hare, 443) is a well-known illustration of this. It is true, also, that specific performance has been refused in cases not coming under either of these heads, as in *Malins v. Freeman* (2 Keen, 25). But, where there has been no misrepresentation, and where there is no ambiguity in the terms of the contract, the defendant cannot be allowed to evade the performance of it by the simple statement that he has made a mistake. Were such to be the law, the performance of a contract could rarely be enforced upon an unwilling party who was also unscrupulous."

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

BARRISTER AND SOLICITOR.

THERE is an extraordinary divergence between the views—or at all events the actual conduct—of different solicitors with regard to the extent to which they will invoke the aid of counsel in contentious business. It will of necessity be common ground that the barrister must be imported as an advocate into those courts in which the solicitor has no right of audience. It will also, though not of actual necessity, be common ground that, where pleadings are required, they should be prepared by counsel, because, in spite of all attempts to bring them into a state of druidical simplicity, they still retain features which render it dangerous for the solicitor to meddle with them unless he has had an exceptional amount of instruction in the art. But beyond these narrow confines lies a very extensive open country, which each solicitor traverses according to his own lights and inclination. Where one solicitor is self-reliant, and prefers to act on his own judgment, even in matters which involve momentous issues, another will sit at the feet of his counsel in all things great and small, and with him the formula, "My counsel says," will close the door to all argument or reconsideration which admits as a possibility that what his counsel says may not be absolutely right. And, again, as a question of cost, where one solicitor pauses long before putting his clients to the expense of consulting counsel, except when he is absolutely clear that there is some very real and urgent cause for doing so, another will, without hesitation—and, let us add, in most instances, without any intentional impropriety or want of consideration for the client—regard a long list of counsel's fees as a matter of course incident in litigation; as much so as the payment made on issuing a summons or filing an affidavit.

There is error in these as in all other extremes, and it may not be amiss to endeavour to point out where the line should be drawn, in so far as general principles will enable us to do so, though it must needs be that particular cases will arise in the course of every solicitor's practice which baffle the application of general principles.

In the first place, it is important to bear always in mind the true relations of the barrister and solicitor to each other in contentious work. A solicitor may here and there be pointed out who, from a variety of exceptional circumstances, has become, and is justly regarded, as a profound master of some special branch of law or particular class of case. But, speaking generally, it may be said that the solicitor bears to the barrister a relation of which a tolerably close analogy is furnished in the medical profession by the general practitioner who has to deal in turns with every form of disease, great and small, and the consulting physician who has made some particular form of ailment his life's study, and is daily accumulating knowledge and experience with regard to it. For many purposes the general practitioner pursues his way alone. He acquires a fair general stock of knowledge about most of the ills to which flesh is heir. He does not need the assistance of a consulting physician in diagnosing measles, or prescribing for mumps. But, if he meets a case in which life and death are at stake, or his remedies fail of the effect which he had anticipated or hoped for, then he will, if he is reasonably prudent, welcome any opportunity of obtaining the assistance of some physician who has attained eminence in that particular class of case. So of the solicitor and barrister. There are many things in doing which the solicitor does not, or should not, need the aid of counsel; there are others in which his client's interests may suffer if he dispenses with it.

In the former category we should include, in the first place, all acts, no matter how important, the decision upon, or mode of doing, which turns not upon the nicely balancing of probabilities as to a question of law, as upon general considerations of expediency and worldly prudence. We are far from denying the existence of wisdom in a multitude of counsellors, and do not suggest that a client can never be the gainer by an opinion of counsel on such points as

these. What we hold is that, in appropriating the division of labour with reference to the training and experience of each, the solicitor, and not the barrister, should be the best adviser here. The one is a man of business accustomed to deal with all the affairs of life in direct contact with the lay client. The other is a lawyer, accustomed for the most part only to contact with lawyers. It is a matter of frequent observation that when, in the course of a delicate negotiation or a contest, a letter of importance has to be written, a solicitor will generally write a more judicious letter himself than his counsel can write for him. But if a statement of claim has to be prepared, the solicitor will be out of court. The distinction is easily traceable to first principles. The solicitor is in the constant habit of writing letters which require thought and judgment, but rarely or never prepares a statement of claim. The barrister is in the constant habit of preparing statements of claim, but has little or no occasion for business letter writing. Similarly, the barrister should be the best judge as to the prospects of successfully appealing from a decision upon a pure question of law; the solicitor should best be able to advise whether, in a view of a number of surrounding collateral circumstances, the client will be wise to appeal or not.

We lay stress upon this contention, because it is noticeable that solicitors are apt sometimes to invite and obsequiously follow the guidance of counsel, without even bringing their own judgment into play, on points which, if analyzed, would be found to contain hardly a grain of law. Such a proceeding shows, to our thinking, a total misconception of the true relative positions.

Secondly, we should include in this same category a multitude of incidental steps in litigation which involve no special doubt or difficulty. The solicitor should, in plain English, do his own work and not get it done for him by a barrister at his client's expense. It may be perfectly right, for instance, that the indorsement on a special writ of summons should be prepared or settled by counsel, but if a motion for injunction is made immediately afterwards, the notice of which contains only the very terms of the indorsement on the writ, with a little common-form matter added, to be found in any book of forms in a moment, what justification is there for having this notice of motion prepared or settled by counsel? We can find none, and yet such a mode of proceeding is not very rare. The solicitor is paid for drawing this very simple document. If he does draw it, he will surely not like to confess that it needs any revision after passing through his hands. If he does not draw it, he will have some difficulty in justifying the charge for drawing it. This particular instance, standing by itself, amounts to very little, but what is true of this is true of many other things, such as conferences on points of no real difficulty, settlement by counsel of more or less simple summonses and affidavits, and employment of counsel to attend summonses presenting no special features. These illustrations call to mind a certain type of practitioner who goes backwards and forwards to and from the chambers of his counsel at every turn and stage of a case, and, sometimes from incompetence, sometimes from a dread of responsibility carried to extreme lengths, seems unable to draw or peruse the simplest document, originate the simplest proceeding, or take any other step whatever without going to his counsel. Such a principle of conducting litigation is unfairly expensive to the client and degrading to the solicitor. The latter should ask himself, on all occasions before taking this step, "Is it right in my client's interests, or reasonably fair to me, that I should incur the expense of going to counsel about this? Does it involve anything which, from the nature of his occupation as compared with mine, he must be more capable of dealing with than I am, or be able to dispose of it more quickly than I can hope to do? Am I throwing my client's money away, or laying it out to his advantage?" To pass through such a process of mind involves no elaborate interrogation of self upon a question, either of one or many guineas, one way or another, though, of course, the amount of consideration would bear some proportion generally to the amount of the fee involved. It means nothing more than acquiring a right habit of thought. When this is gained once it is gained always, and the question of going or not going to counsel in a particular case will need generally but a few moments' reflection. Solicitors are not less apt to form rooted habits, whether good or bad, than other men.

There are, no doubt, individual instances in which a solicitor who resorts to counsel to an extent which would not otherwise be justifiable may do so in special personal circumstances with the full previous consent of his client, given after the latter has been made thoroughly to understand the situation. In such a case, the solicitor and client make their bargain, and there is nothing to be said about it. But this represents a very exceptional case, and though it is fair to mention it as a possible state of things, it does not affect observations of a general character.

There are, of course, many cases in which a solicitor will rightly and properly consult his counsel at frequent intervals, and in these it is often far from an easy matter to decide as to a particular interview whether it fairly represents a "conference" with the corresponding emoluments of that term to barrister and solicitor, or some-

thing short of a conference, in which case neither barrister nor solicitor receives any fee for his pains. If an earnest conversation lasting an hour takes place, the matter is easy enough, and, if the interview takes the form of the solicitor or his clerk putting his head in at the door to say that an appointment has been adjourned, it is, again, easy enough. But there is often a running fire of interviews as to which it is doubtful whether they do or do not fall just inside one border or the other. The barrister's clerk will, on his own and his master's account, naturally lean to the "conference" point of view, and the solicitor has a corresponding inducement to bend in that direction, but he has to remember that he alone owes a responsibility to the client whose money he is spending, and must deal fairly by him in spite of the blandishments of the barrister's clerk, and of the interests of his own pocket. So regarded, it is not generally very difficult to arrive at a conclusion as to whether the ground which has been covered represents a legitimate subject for the payment of a fee, or can only be regarded fairly as a brief and incidental exchange of views on some comparatively trivial point. It may be pointed out also on this subject that the question of conference or no conference cannot be decided without reference to what is just and considerate to the barrister. A solicitor has no right to pounce upon him at all times and seasons, and consult him gratuitously on all sorts of points, merely because the barrister is long-suffering and permits him to do so. The extent to which the barrister may reasonably be assailed without payment of a fee would depend in some measure upon the extent to which his assailant compensates him by sending him work for which fees are paid, and herein lies a distinct advantage to the solicitor in adhering faithfully to selected counsel rather than perpetually trying new men. But there is a limit beyond which the system of picking a counsel's brains cannot, with propriety, be carried.

Complaints are often heard of the tendency of leading counsel in these days to demand heavy fees, and to demand them all the same where they have been unable in the result to shed the light of their presence on the case for any appreciable length of time. We do not now propose to discuss that vexed question, but to hinge on it the observation that faults cannot, we fear, be honestly said to exist entirely on the side of the bar. We are afraid that many barristers, especially junior barristers, could show, if their fee-books were inspected, a long array of unpaid fees. In some cases the arrears may be the result of carelessness and a bad system of account-keeping on the solicitor's part; in others, the solicitor may actually have had his bill of costs paid, in which the fees are included, and yet may be evading payment of them; in others, he may not have had his own bill paid, and may deal with his counsel as rowing in the same boat with himself; and, in others, the fees unpaid may have been disallowed on taxation, and the solicitor, having no source from which to recover the amount, may refuse to pay them out of his own pocket. In the last of these supposed cases there may be something to be said as to the hardship of the solicitor's position, and it may be conjectured that few barristers would resist an appeal for consideration in such circumstances if it were made. But in all alike—differing widely as they do, of course, in degree—there is an utterly wrong principle which no solicitor should countenance in his practice for a moment. The barrister is employed by the solicitor, not by the solicitor's client, and looks to the solicitor to pay him for his services. He knows nothing of the sources from which the solicitor will be recouped, and has no opportunity afforded to him of learning anything about them. The solicitor is, and should at all times act as, the personal debtor of the barrister he employs for every guinea which he deliberately promises to pay him, and he should deal with that debt precisely as he should deal with every other debt incurred in carrying on his business. The circumstance that the barrister has no legal remedy to enforce payment of his fees should stimulate the solicitor in dealing rightly and honourably by him, not only in the matter of recognizing and ultimately discharging the obligation, but also in the sense of discharging it within a reasonable space of time, instead of its making him indifferent or apathetic because he has no legal consequences to fear.

CORRESPONDENCE.

A DISCLAIMER.

[To the Editor of the Solicitors' Journal.]

Sir.—In the *Morning Post* of the 23rd inst., there appeared a report of a motion made before Mr. Justice Chitty on the previous day, in which two solicitors named Jarvis and Triscott are mentioned.

Will you kindly notify in your next publication that I am not the *Walter Jarvis*, late of No. 22, Chancery-lane, to whom the application referred, nor am I related to, or connected with him or the late firm of Jarvis & Triscott?

RICHARD TAYLOR JARVIS.

22, Chancery-lane, London, W.C., May 28.

RECENT CASES.

COURT OF APPEAL.

STAMP—AGREEMENT IN FORM OF PROMISSORY NOTE—STAMP ACT, 1870, s. 49.—In the case of *Yeo v. Dawe*, in the Court of Appeal, No. 1, on the 22nd inst., the question was as to whether a document was an agreement or a promissory note for the purposes of the Stamp Act, 1870. The document was as follows:—"I, J. Dawe, promise to pay J. Yeo, on his signing a lease of the Castle Hotel, Plymouth, the sum of £150." An action was brought to recover that sum of £150, and at the trial before Lord Coleridge, C.J., at the Exeter Assizes, the document, which was unstamped, was produced by the plaintiff, who had it stamped as an agreement, and paid the penalty under section 16 of the Act of 1870. By section 53 a promissory note cannot be stamped after its execution. The plaintiff alleged that the document embodied the result of previous negotiations as to a lease. The question mainly turned upon section 49 of the Act, which enacts that—"(1) The term 'promissory note' means and includes any document or writing (except a bank note) containing a promise to pay any sum of money (2) A note promising the payment of any sum of money . . . upon any condition or contingency which may or may not be performed or happen, is to be deemed for the purposes of this Act a promissory note for the said sum of money." At the trial Lord Coleridge, C.J., was doubtful whether there was evidence of an agreement, and he left the plaintiff to move for judgment. A motion to that effect was subsequently refused by Grove, J., and Huddleston, B., who entered judgment for the defendant, on the ground that the document was a promissory note within the meaning of section 49 (see report 32 W. R. 203). The plaintiff appealed, and the appeal was argued on the 5th inst., when judgment was reserved. The court (BRETT, M.R., BAGGALLAY, and BOWEN, L.JJ.) allowed the appeal. BRETT, M.R., said that he could not deny that the words of the Stamp Act were large enough to include the document. But the document was the result of a previous agreement, and neither of the parties intended it to be a promissory note. It certainly was not a promissory note, and he was of opinion that the Stamp Act did not apply to a document which was neither given nor accepted as a promissory note, and was not, in fact, one. If the document, though not a promissory note, was yet to be stamped as one, it would be necessary to say that every document by which money is to be paid on or without condition by one person to another, is to be stamped as a promissory note, and, therefore, every covenant to pay money would have to be so stamped. But even supposing the document in question to be a note, the defendant could not succeed, for the plaintiff would not have had to put it in to prove the agreement, which existed before the document, the document being only accepted to carry out the agreement. BAGGALLAY, L.J., concurred. BOWEN, L.J., also agreed that the appeal should be allowed, on the ground that, outside the document, there was evidence of the agreement. But he differed as to the construction of the Act, and was of opinion that the term "promissory note" as there used includes every document or writing which substantially comprises a promise to pay; and nothing else, the contents of which are substantially not such a promise. That definition would not include a lease or mutual commercial engagement, for they contain more than a promise to pay. Sub-section 2 adds documents expressing a promise to pay on a condition or a contingency, and if a document contains a contingent promise to pay and nothing else, which is more than necessary to give effect to that promise, that is a promissory note within the meaning of the Act. One more qualification should perhaps be added, that the document must be intended by the parties to be that which it purports to be—an effective instrument and binding as a promise to pay; but it is not necessary that it should be more and be a promissory note in the ordinary meaning of the term. But the facts of the present case took the document in question out of the Stamp Act.—COUNSEL, *Charles, Q.C., and Coleridge; A. Collins, Q.C., and Pitt-Lewis. SOLICITORS, Law & Worsam, for Square, Briggsman, & Co., Exeter; H. Windybank for A. Hutchin, Devonport.*

BUILDING SOCIETY—6 & 7 WILL. 4, c. 32—UNAUTHORIZED BORROWING BY DIRECTORS—BANKERS' LIEN.—In a case of *The Blackburn and District Benefit Building Society v. Cunliffe, Brookes, & Co.*, before the Court of Appeal, No. 2, on the 22nd inst., there was a question of importance as to the rights of the bankers of a building society, which was in liquidation, in respect of moneys advanced by them to the society, the directors of which had no power to borrow money. The society was established in 1868, under the Act 6 & 7 Will. 4, c. 32, but it was never incorporated under the Building Societies Act, 1874. On October 25, 1881, it was ordered to be wound up on a petition presented on July 23, 1881. The rules did not authorize the directors to borrow money on behalf of the society. In 1874 the directors opened a banking account with the defendants, who were bankers, in the names of the trustees of the society. Into this account the moneys of the society were paid from time to time as received, and cheques were drawn upon it for what the directors considered to be the purposes of the society. From March 6, 1875, to May 3, 1878, this account was largely overdrawn, on the last-mentioned day it was in credit, but after that day until the winding up the account was always overdrawn. The overdraft often amounted to over £10,000, but at the commencement of the winding up it amounted to £2,700, the balance against the society having been reduced by payments made from time to time to the credit of the account. The mortgage and other securities of the society were kept at the bankers for safe custody, and on September 27, 1876, the directors signed a memorandum giving the bankers a lien

upon all the society's deeds and documents, to secure all moneys which, from time to time, might be owing by the society to the bankers on the balance of the banking account. Annual balance-sheets showing the amounts due to the bankers were sent to all the members of the society. In November, 1881, the liquidators brought an action against the bankers to recover the securities held by them. The Court of Appeal held (L. R. 22 Ch. D. 61, 27 SOLICITORS' JOURNAL, 38) that the directors of the society had no power to borrow money on the credit of the society, or to give any security on the property of the society for money borrowed; but they were of opinion that the bankers were entitled to a lien on the securities which they held for such of the advances as had been applied in payment of the debts and liabilities of the society properly payable. This decision was affirmed by the House of Lords (L. R. 9 App. Cas. 857). It was also decided that the bankers were not entitled to any lien for moneys paid by the society to members who had withdrawn, nor to the benefit of moneys advanced by the society to borrowing members, on the ground that nothing ought to have been paid to withdrawing members or advanced to borrowing members out of borrowed capital. The court also declared that the bankers were to be charged with all sums received by them on account of the society since the time when the society last ceased to have any balance standing to its credit with the bankers, and that the bankers were not to be allowed any sums advanced by them to the order or on account of the society since the same time and applied by the society otherwise than in paying debts and liabilities of the society properly payable. By the present action the liquidators sought to go further, and to compel the bankers to refund all moneys of the society applied by them in discharge of their advances to the society. The liquidators claimed an account of all moneys received and paid by the bankers for the society, with a declaration that in taking the account the bankers were to be charged with all sums received by them on account of the society since the date when they were appointed bankers, and that they were not to be allowed any sums paid by way of overdraft, or otherwise by way of loan, which had been applied otherwise than in payment of the legitimate debts and liabilities of the society. Bristowe, V.C., allowed this claim, and his decision was, with some variations, affirmed by the Court of Appeal (BRETT, M.R., and COTTON and LINDLEY, L.JJ.). COTTON, L.J., who delivered the judgment of the court, said that it had been urged that the moneys sought to be recovered were applied, by order of the directors, in repayment of the moneys borrowed, under a mistake of law as to their power to borrow, and that no one could recover money so paid voluntarily, or money paid on an illegal contract. This was correct when the same person who made the payment, or was party to the contract, sought to recover the money. But the liquidators were suing on behalf of the society, and complained that the directors, both in borrowing and in directing the application of the moneys of the society, had acted in excess of the authority given to them, and that their acts did not bind the society, and that the bankers knew that the directors had no authority so to deal with the moneys of the society. In their lordships' opinion this view was correct, and consequently the acts of the directors were unauthorized, and were not to be considered as acts of the society, and the objection could not be maintained. It had also been urged that the society was not a corporation; that all the individuals who made up the society knew, by seeing the accounts circulated, that the directors had borrowed money, and were applying the funds of the society in repaying the money so borrowed; and that they must be taken to have ratified the acts of the directors. But these acts were not within the scope and objects of the society, so that no majority could, even in general meeting, bind the minority present, or any absent members; and it would be wrong to hold that all members of the society, from merely receiving the accounts, knew that the directors had borrowed money from the bankers, and had authorized repayment out of the funds of the society. For although this was a conclusion which would probably be drawn from a careful examination and comparison of the accounts, it would be wrong to draw the conclusion that all the members understood that this, in fact, was the effect of the accounts, or even that they examined or read the accounts. Even if they did, there was no ratification; for, although nothing was done to question the accounts, no other ratification was alleged, and the mere omission to question the accounts or acts of the directors could not properly be treated as ratification. The loans and repayments were not stated as matters to be ratified; they were represented as, and considered to be, acts within the powers of the directors, and there was no intention to ratify. Possibly the bankers might be able to prove that some of the members not only knew of, but intended to adopt and ratify the dealings of the directors. The present decision would not prejudice such claim, if any, as the bankers might be advised to make in respect of any moneys payable to such of the members, or representatives of deceased members, as had concurred in the dealings of the directors with the moneys of the company. It was alleged that out of the moneys advanced by the bankers payments were made to members who had given notice of withdrawal. And it was contended by the bankers that as these members, if they had not been paid off, would now be entitled to be paid off out of the assets of the society, in priority to the continuing members, the bankers were entitled to stand in the place of the withdrawing members so paid, and receive or be allowed in account the amounts which would be payable to such withdrawing members if they had not been paid off. Their lordships thought that this claim was right. It had been contended by the appellants that the account ought not to be carried back further than May, 1878, when the account with the bankers was last in credit, and that this had been decided by the judgments of the Court of Appeal and the House of Lords in the previous case. It did not exactly appear why the account in that case was so limited; but, having regard to the difference between the questions decided in that and in the present action, their lordships thought that that judgment did not decide how far back the accounts directed in the

present action should be carried, and that there was no ground for limiting them to the period suggested. The judgment gave the bankers a lien on any mortgage securities taken by the society in respect of advances out of the moneys advanced by the bankers, but directed that this lien should be subject to all mortgages and charges granted to the society in respect of advances made by the society out of its proper funds. The bankers objected to their lien being so postponed. The securities on which they were to have a lien were acquired by the society by means of the overdraft allowed by the bankers. If there had been no such advances or loan by the bankers the securities would not have existed, and, in the opinion of their lordships, the bankers were entitled to the benefit of these securities according to their order of priority. It was contended by the liquidators that the bankers ought not to be allowed a lien on the securities taken by the society in respect of advances made out of moneys lent by them by way of overdraft to the society, and that, as wrongdoers, they ought only to be allowed the sum, if any, by which it might be shown that the property of the society was improved by means of the moneys lent by them. Their lordships thought this objection could not be supported. The bankers, though dealing with the directors in matters which were not within the authority of the directors, were not acting fraudulently. *In re Guardian Permanent Benefit Society* (L. R. 23 Ch. D. 440) was not in point. The money there in question was secured by mortgage on property of the society. The mortgages in the present case were on the property, not of the society, but of its members, and the society acquired its interest in the property by means of the money lent by the bankers. Moreover, the mortgages given to secure money advanced by the bankers were to be treated as their property, and, consequently, their lien would not be subject to the costs of the winding up.—COUNSEL, *Davey, Q.C., Rigby, Q.C., and Buckley*; *Sir F. Herschell, S.G., Maenaghten, Q.C., Snow, and Ralph Neville*. SOLICITORS, *Gregory, Rouscliffes, & Co.; Carpenter*.

TRADE-MARK—REGISTRATION—RECTIFICATION OF REGISTER—SUBSTITUTION OF ONE NAME FOR ANOTHER—"PERSON AGGRIEVED"—TRADE-MARKS REGISTRATION ACT, 1875, s. 5.—In a case of *In re Rivière's Trade-Mark*, before the Court of Appeal, No. 2, on the 18th inst., a question arose as to the rectification of the register of trade-marks, and the substitution of the name of one person for that of another on the register as the owner of a mark. M. & Co. were spirit merchants in Madras. R. & Co. were spirit merchants in France. Before 1875 M. & Co. had acted as agents in Madras for R. & Co. Early in the year M. & Co. determined to sell brandy on their own account. An agreement was then entered into between R. & Co. and M. & Co., the effect of which, as the court held, was that a certain label, having on it a red Maltese cross, the words Cognac brandy, and the name of M. & Co., should, so long as M. & Co. continued to deal with R. & Co., be used only on the bottles of brandy exported by R. & Co. to M. & Co. By M. & Co. it was alleged that the agreement was that the label should be the exclusive trade-mark of M. & Co., but the court held that this was not the true effect of the agreement. In 1879 differences arose between the two firms, the result of which was that M. & Co. ceased to deal with R. & Co. After this R. & Co. registered in England a red Maltese cross as their trade-mark. They had, before their agreement of 1875 with M. & Co., used this cross on brandy which they had sent to other customers. When M. & Co. discovered this registration, they applied to have the name of R. & Co. struck out, and their own substituted, as the owners of the mark, on the ground that R. & Co. had registered the mark in fraud of their agreement with the applicants, and that the applicants were persons aggrieved by the registration. Pearson, J., refused the application, and his decision was affirmed by the Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.). COTTON, L.J., said that, whether the name of R. & Co. ought or ought not to be taken off the register, the name of M. & Co. ought not to be substituted. Without saying that it was impossible in this way to substitute the name of one person for another on the register, as a general rule (and his lordship could not at present see any exception to it), the provisions made by the Act and Rules for an application for the registration of a trade-mark ought to be followed. In particular, it was important that the prescribed advertisements should be given. It might well be that, as against the person who was on the register, the applicant to strike him off might have a very good right, while, as against other persons who were not present, he might not be entitled to be on the register. As to the application to strike R. & Co. out of the register, some difficulty arose by reason of M. & Co. having used the label in Madras and acquired some reputation by means of it. But that label had not been registered in England, and the registration in England conferred no right in Madras. The question would still remain open whether R. & Co. were representing their goods as those of M. & Co. M. & Co. had not proved that the registration was made in fraud of the agreement with them, and the ground for removing the name of R. & Co. failed. LINDLEY, L.J., said that that M. & Co. were not "persons aggrieved" in the sense of having sustained any legal wrong, actual or prospective, taking the word aggrieved in its largest sense. And, if M. & Co. had succeeded in getting the name of R. & Co. struck out, his lordship thought that they could not have been placed on the register themselves without taking the ordinary steps by advertisement and otherwise. FRY, L.J., concurred as to the meaning of the agreement. He thought it was not an easy matter to say what was the true meaning of the words "person aggrieved" in section 5. Any person could register a new mark; no evidence was required of prior user. It had been contended that every member of the public was aggrieved by an improper registration of any mark which he might afterwards possibly wish to register himself. That could not be the right construction, for it would nullify the provisions of section 5. A narrower construction must be given to the words. His

lordship thought that they meant any person who would, with reasonable probability, suffer any injury or loss in a legal sense by the registration. Moreover, his lordship was at a loss to see how persons who traded only in India could be injured by the registration of a trade-mark in England.—COUNSEL, *Rigby, Q.C., and Willis-Bund*; *Cazens-Hardy, Q.C., and Bradford*; *Stirling*. SOLICITORS, *Paddison, Son, & Co.; Wild, Browne, & Wild*; *Solicitor to the Treasury*.

PRACTICE—TIME FOR APPEALING—R. S. C., 1883, ORD. 58, r. 15.—A point of some importance with regard to the time for appealing came before the Court of Appeal, No. 1, on the 6th inst., in the case of *The Higher Bebbington Local Board v. Lighthouse*. The board took proceedings against the defendant to recover a sum of money for private improvement expenses. The court of quarter sessions held the defendant liable, but a case was stated for the opinion of the Court of Queen's Bench, which quashed the conviction. The judgment was given on March 31, but it was said that the formal order with the proper stamp affixed was not drawn up by the officer of the court until April 8. On April 23 the board gave notice of appeal, but the master refused to enter it, on the ground that the twenty-one days mentioned in ord. 58, r. 15, had expired, although it was contended that the order had not been "signed, entered, or otherwise perfected" until April 8. The board thereupon applied to the Court of Appeal for a direction to the master to set down the appeal, or for special leave to appeal. The court (BRETT, M.R., and BAGGALLAY and BOWEN, L.JJ.) granted leave to appeal. BRETT, M.R., said: We understand from the officers of the court that the practice is to enter the order in the Crown Office Book on the day it is given in court, and we think that the time for appealing runs from that day. This appeal is, therefore, out of time; but as the profession and the court itself, until we consulted the master this morning, were in ignorance of the practice on the point at the Crown Office, we ought to give leave to set down this appeal. The costs of this motion will be costs in the appeal.—COUNSEL, *C. Higgins*; *Marshall*. SOLICITORS, *Burton & Co., for Tyrer, Kenion, Tyrer, & Simpson*.

HIGH COURT OF JUSTICE.

TRADE-MARK—PATENTS, &c., ACT, 1883, s. 64 (c).—FANCY WORD—FANCIFUL APPLICATION OF WORD—COSTS OF SUCCESSFUL APPLICATION TO REGISTER.—In the case of *In re The Trade-Mark Alpine*, before Chitty, J., on the 22nd inst., the question arose whether the word "Alpine" could be registered as a trade-mark in class 25 in respect of cotton embroidery as "a fancy word or words not in common use" within the Patents, &c., ACT, 1883, s. 64 (c). It appeared that the Comptroller-General had originally declined to register the mark without the prefix of the definite article, but at the hearing the general question was argued whether registration was permissible of a word fancifully applied, or whether it was not necessary that the word sought to be registered should be fanciful in the sense of being newly coined. CHITTY, J., after saying that he wholly failed to see how the mark could be made more distinctive by prefixing the definite article, said that there was little in the Act which could assist in the construction to be put upon the words in section 64 (c). It, however, could not be supposed that the Legislature intended that the imagination of manufacturers and traders should be exercised in inventing new words. Whether the word was newly invented or a word fancifully applied was immaterial so long as its application created a distinction; the fanciful application for such a purpose serving as well as a new word altogether. What was necessary was that there should be something which should strike the mind as novel. Thus the registration of words such as Royal, Imperial, Republican, would not be permitted. There must be some fancy. In his opinion the word "Alpine," being a fancy word not in common use as applied to cotton embroidery, was capable of registration. Although the applicants were successful, they must pay the costs of the application, as being costs incidental to registration. Such an order for payment of costs was in accordance with the established practice.—COUNSEL, *Romer, Q.C., and Carmichael*; *Stirling*. SOLICITORS, *Wilson, Bristow, & Carmichael*; *Solicitor to the Board of Trade*.

MORTMAIN—REQUESTS OF ART COLLECTION AND FUND FOR ENDOWMENT—CHARITY—PUBLIC OR PRIVATE MUSEUM—"ENDOWMENT"—"PROTECTION AND MAINTENANCE."—In the case of *In re Holburns, deceased*, before Chitty, J., on the 21st inst., questions arose as to the validity of gifts contained in a codicil of a deceased testatrix, consisting of an art collection, a sum of £10,000, and residuary personality given by three separate clauses to her executors "for their own absolute use and benefit as joint tenants." It was admitted that the gifts were in trust, and by letters which passed between one of the executors and the testatrix shortly before the date of the codicil it appeared that she contemplated leaving the art collection to such executor and other proposed trustees for the purposes of "forming a museum in Bath," bearing the testatrix's family name, together with the sum of £10,000 "for its protection and maintenance for ever," and "for its endowment," and she also mentioned the further possibility of being able to give even a larger sum for like purposes. Before the dates of the letters the testatrix had negotiated for the purchase of a house for the reception of the collection, but the negotiations had been abandoned because the house was unsuitable. The questions were whether the bequests were private trusts, and, therefore, void for uncertainty, and as infringing the rule against perpetuities, or, if valid as being charitable, whether they were void under the Mortmain Act. CHITTY, J., said that it had been urged that the trustees might form a private museum, as there

was nothing which showed that the gifts were to be held for the public exclusively. He was, however, of opinion that the language of the letters, to the effect that the museum was to bear the testatrix's name, to be protected and maintained for ever, and to be for the city of Bath, plainly disclosed a public purpose for general utility to the exclusion of private benefits, and it would be unduly straining the language were he to hold that any part of the bequests could consistently with the trust be lawfully applied to any purposes other than those of public utility or benefit. The questions then arose whether the trust was within the Mortmain Act, as involving the purchase of land, or a house, or any estate or interest therein. It was urged that the collection necessarily required a permanent home or repository, and that the trust could not be executed without purchasing or leasing a house. The words used did not necessarily or primarily imply such a trust. According to the language of the letters, the collection itself was to "form a museum." The testatrix herself had abandoned the purchase of a house. The funds were to be employed for the collection's "protection, maintenance, and endowment." "Endowment" was not a word importing purchase of land (*Edwards v. Hall*, 1 W. R. 348, 4 *Ibid.* 38, 6 De G. M. & G. 74, at pp. 83 and 87; *Sinnett v. Herbert*, 20 W. R. 270, L. R. 7 Ch. App. 232); but rather meant the providing a fixed revenue for the support of an institution. "Protection and maintenance" did not go beyond endowment. In *In re Hedgman* (L. R. 8 Ch. D. 156), Jessel, M.R., held that a gift for the "support" of a school was good, as not necessitating the purchase of land. But, even if land might, under the trust, be purchased, the gift was not void if the trust could be executed without any such purchase (*Sorresby v. Hollins*, 9 Mod. 221; *London University v. Farrow*, 1 De G. & J. 72). A room or portion of a house might be hired (*Johnson v. Scann*, 3 Maddock, 457; *Re Robson, Emley v. Davidson*, 30 W. R. 257, L. R. 19 Ch. D. 156). Nor were such gifts as those before the court assailable on the ground that they were invitations to third persons to bring land into mortmain by presenting land or buildings (*Philpott v. St. George's Hospital*, 5 W. R. 846, 6 H. L. Cas. 338). He should, therefore, declare the gifts to be valid.—*COUNSEL, Horace Davey, Q.C., and Phippen Beale; Rigby, Q.C., Romer, Q.C., and Church; Macnaghten, Q.C., and J. T. Humphry; Stirling. SOLICITORS, Carlisle & Ordell; Prior, Church, & Adams, for W. & C. R. Liddle, Newport, Salop; Solicitor to the Treasury.*

BANKRUPTCY CASES.

BANKRUPTCY—PROOF OF DEBT—"DEBT OR LIABILITY"—HUSBAND AND WIFE—FUTURE PAYMENTS OF ALIMONY—29 & 30 VICT. c. 32, s. 1—BANKRUPTCY ACT, 1883, s. 37—DEBTORS ACT, 1869, s. 5.—In a case of *Linton v. Linton*, before the Court of Appeal, No. 1, on the 22nd inst., the question arose whether future payments of monthly or weekly alimony, ordered by the Divorce Court, under the provisions of the Act 29 & 30 Vict. c. 32, to be paid by a husband to his wife, are proveable in the bankruptcy of the husband, and whether, therefore, the husband is, by his bankruptcy, discharged from the obligation to make the payments. The Act contains a recital of the provision of section 32 of the Act 20 & 21 Vict. c. 85, which enables the court, on pronouncing a decree for a dissolution of marriage, to order the husband to "secure to the wife such gross or annual sum of money as to the court may seem reasonable," and a further recital that, "whereas it sometimes happens that a decree for a dissolution of marriage is obtained against a husband who has no property on which the payment of any such gross or annual sum can be secured, but nevertheless he would be able to make a monthly or weekly payment to the wife during their joint lives." And by section 1 it is enacted that, "in every such case it shall be lawful for the court to make an order on the husband for payment to the wife during their joint lives of such monthly or weekly sums for her maintenance and support as the court may think reasonable. Provided always, that if the husband shall afterwards from any cause become unable to make such payments, it shall be lawful for the court to discharge or modify the order, or temporarily to suspend the same as to the whole or any part of the money so ordered to be paid, and again to revive the same order, wholly or in part, as to the court may seem fit." Section 37 of the Bankruptcy Act, 1883, provides (1) that, "demands in the nature of unliquidated damages arising otherwise than by reason of a contract, promise, or breach of trust shall not be proveable in bankruptcy." (3) Save as aforesaid all debts and liabilities, present or future, certain or contingent, to which the debtor is subject at the date of the receiving order, or to which he may become subject before his discharge by reason of any obligation incurred before the date of the receiving order, shall be deemed to be debts proveable in bankruptcy. (6) If, in the opinion of the court, the value of the debt or liability is incapable of being fairly estimated, the court may make an order to that effect, and thereupon the debt or liability shall, for the purposes of this Act, be deemed to be a debt not proveable in bankruptcy. (8) 'Liability' shall, for the purposes of this Act, include any compensation for work or labour done, any obligation, or possibility of an obligation, to pay money or money's worth on the breach of any express or implied covenant, contract, agreement, or undertaking, whether the breach does or does not occur, or is or is not likely to occur, or capable of occurring, before the discharge of the debtor, and generally it shall include any express or implied engagement, agreement, or undertaking to pay, or capable of resulting in the payment of money or money's worth, whether the payment is, as respects amount, fixed or unliquidated; as respects time, present or future, certain or dependent on any one contingency or on two or more contingencies; as to mode of valuation, capable of being ascertained by fixed rules, or as matter of opinion." In the present case an order was made by the Divorce Division that a husband, who had no realized

property, but who was in receipt of a salary of more than £300 a year as a solicitor's clerk, should pay to his wife permanent alimony at £1 15s. per week, payable monthly. The husband, in compliance with the order, made the payments for some time, but was ultimately adjudicated a bankrupt on his own petition. The wife proved in the bankruptcy for the arrears of alimony due to her at the date of the adjudication. The husband made no more payments of the alimony, and the wife took out a judgment summons in respect of £70 arrears of alimony accrued due since the adjudication. On behalf of the husband it was objected that the payments of alimony future at the date of the receiving order were a "debt or liability" by section 37 of the Bankruptcy Act, 1883, made proveable in the bankruptcy, and that consequently the wife had no other remedy in respect of them. Cave, J., held that the future payments were not proveable in the bankruptcy, and ordered the husband to pay £12 a month to the wife until the arrears should be cleared off. After that he was to be at liberty to revert to the payment of £1 15s. a week. This order was affirmed by the Court of Appeal (Brett, M.R., and Baggallay and Bowen, L.J.J.). On the hearing of the appeal it was also contended that the liability of the husband to pay the alimony under the order of the Divorce Division did not constitute "a debt due in pursuance of an order of the court" under section 5 of the Debtors Act, 1869, and that therefore the remedy by judgment summons was not applicable. Brett, M.R., said that nothing could be more disgraceful than this attempt on the part of the husband to get rid of the order of the Divorce Division by his self-imposed bankruptcy. The intention of the Act 29 & 30 Vict. was that a husband who had no realized property should make monthly or weekly payments of alimony to his wife for her maintenance out of his earnings by means of his personal exertions. In case of his bankruptcy those earnings would not go to his creditors; he would keep them himself, notwithstanding the bankruptcy. He would be just as well able to make the payments to his wife after the bankruptcy as before. It would be a strange thing if, by reason of an accidental oversight of the Legislature, he could, by a self-imposed bankruptcy, escape from the obligation. The only ground for saying that he could was the suggestion that the future payments could be valued and proved for in the bankruptcy. The alimony was not an annuity. The obligation to make the payments might be stopped at any time by the order of the Divorce Division, or the amount of them might be diminished if the husband became unable to pay, or possibly, increased if his circumstances improved. The future payments were incapable of valuation. On the ground, therefore, that it was never intended by the Divorce Act that such an order should be nullified by the husband's bankruptcy, and that the future payments could not be valued under the Bankruptcy Act, the order of Cave, J., was right. Baggallay, L.J., concurred. Bowen, L.J., was of opinion that arrears of alimony payable under an order of the Divorce Division constituted "a debt due in pursuance of an order of the court" within section 5 of the Debtors Act. Before that Act the payment of alimony was enforced by attachment under the provisions of the Divorce Act, but since the Debtors Act that mode of enforcing it had fallen into disuse, and if it could not be enforced under section 5 of the Debtors Act, there would be no means of enforcing it. Though arrears of alimony did not constitute a debt due at law, it was not too wide a construction of section 5 to say that they were a debt within it. As to the other point, it seemed absurd that a bankrupt who had ample means should be relieved by his bankruptcy from the obligation to keep his wife alive. The very essence of alimony was that it was a monthly or weekly payment. It would be the wildest notion to say that the obligation of a husband to pay it was capable of being proved in his bankruptcy. In order that a liability should be proveable it must be capable of being estimated in some way or other, and this liability was not capable of being estimated. Even if it was proveable, directly the wife was in want of alimony she would only have to go to the Divorce Division for a fresh order.—*COUNSEL, Cooper Willis, Q.C., and F. Cooper Willis; Yate Lee. SOLICITORS, W. Gordon Place, Leicester; Field, Roscoe, & Co.*

CASES AFFECTING SOLICITORS.

In *Dewar v. Brooke* and *In re Harvey*, which came before Kay, J., on the 14th, 16th, and 22nd insts., an application was made by the Incorporated Law Society to have the name of Thomas Morton Harvey struck off the roll of solicitors for misappropriating trust funds to the amount of £13,608, which formed part of the estate of the late James Dewar. Harvey was admitted as a solicitor in 1847. In 1857 he became managing clerk to an eminent firm of solicitors. In 1864 he went into partnership with the said firm, but in 1874 he retired from the partnership and commenced practising on his own account. As partner in the said firm he had the entire charge of the Dewar estate, which was being administered by the court, and when he left the firm he took over this trust. The trustees placed implicit confidence in Harvey, with the result that the sum of £13,608 was lost to the trust estate through his defalcations. As to £5,000, no account whatever was given by Harvey, but the remainder, £8,608, he falsely represented to be invested on mortgage securities, and paid interest to the trust upon the supposed securities. In 1882 Harvey became bankrupt, and the above facts came to the knowledge of the trustees. He had not since taken out his certificate, but had acted as clerk to another person in London. In an affidavit filed in the action of *Dewar v. Brooke* (33 W. R. 497), he stated that the misappropriated funds had not been used for his personal expenditure, but had been invested in building speculations, which had turned out disastrously. The facts appear in greater detail in *Dewar v. Brooke*. KAY, J., in the course of a written judgment, said that he had often had occasion to observe upon the

extraordinary confidence placed by the public in members of the legal profession. It was his lordship's constant experience that solicitors were intrusted by their clients with their own moneys or with trust moneys in very large amounts without any security; and no higher testimony to the integrity and honour of that branch of the profession could possibly be given. The instances in which that confidence was abused were comparatively rare, but collected as they were when brought to the attention of the courts of justice, they seemed to be actually numerous. It was necessary for the protection of the profession, as well as for the safety of the public, to deal strictly, if not severely, with cases of gross abuse of this unbounded confidence. His lordship had delayed his judgment that he might endeavour to find upon a deliberate consideration of the facts some extenuation of the charges brought against the respondent, but he had been unable to find any. The greater the confidence reposed in him, the more reason there was that he should honourably fulfil his trust. But instead of doing that, he had misappropriated to a very large amount the moneys which he was allowed to receive, and for several years he had endeavoured to put off the inevitable day of reckoning by false and fraudulent statements, which were an aggravation of his dishonesty. His lordship therefore ordered his name to be struck off the roll of solicitors.—COUNSEL, *S. Dickinson*.
Solicitor, *Williamson*.

OBITUARY.

MR. WILLIAM CHUBB.

Mr. William Chubb, solicitor (of the firm of Deane & Chubb), of 13, South-square, Gray's-inn, died on the 20th inst. from disease of the heart. Mr. Chubb was the son of Mr. Thomas Chubb, solicitor, of Malmesbury, and was born in 1828. He was admitted a solicitor in 1854, and had practised for about thirty years in Gray's-inn. He was, at the time of his death, in partnership with Mr. Henry Augustus Deane. The firm have a large private practice as well as an extensive colonial agency, and Mr. Chubb was a commissioner for taking bail and for examining witnesses in the Supreme Courts of the colonies of New South Wales, Victoria, Queensland, South Australia, Western Australia, and Tasmania. He was also a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for the county of Middlesex, and for the cities of London and Westminster. For nearly twenty years Mr. Chubb was a member of the Marylebone Vestry as a representative of the Portman-square Ward. He had also filled the office of churchwarden of Marylebone parish, as well as of the district church of St. Thomas, Orchard-street. He was an influential member of the Masonic body, being past master of St. Andrew's Lodge, and one of the founders of the King Solomon Lodge, of which he was senior warden at the time of his death. Mr. Chubb leaves a widow and several children.

MR. JOHN MARTIN.

Mr. John Martin, solicitor, of 2, New-square, Lincoln's-inn, died at his residence, 9, Montagu-place, Russell-square, on the 16th inst. Mr. Martin was the son of the Rev. Samuel Martin, Vicar of Warsop, Nottinghamshire. He was born in 1807, and was educated at Rugby. He was admitted a solicitor in 1830, and had practised for over half a century in Lincoln's-inn. Mr. Martin was a man of most charitable disposition, and will be remembered as a supporter of many religious and charitable institutions. He had been for many years a Sunday-school teacher, and many years ago founded a National school in Baldwin's-gardens, Holborn. He was an active member of the Church Association, and was the promoter of the great ecclesiastical suit of *Martin v. Mackonochie*, but he always refused to take any steps to obtain the imprisonment of the defendant. Mr. Martin was the chairman of the committee of the Colonial and Continental Church Society, and a member of the committee of the Church Pastoral Aid Society. He was also one of the founders of the London College of Divinity at Highbury. Mr. Martin was unmarried. He was buried at Kensal Green Cemetery on the 21st inst.

MR. DAVID THOMAS.

Mr. David Thomas, solicitor, of Brecon, died, on the 18th inst., from cancer, after a long illness, in his seventy-fifth year. Mr. Thomas was the son of Mr. David Thomas, and was born in 1812. He was admitted a solicitor in 1833, and for over fifty years he had conducted an extensive practice at Brecon. He was the local agent for the Brecknockshire estates of Lord Tredegar, by whom he was appointed, in 1873, to the office of clerk of the peace for Brecknockshire, which he resigned about a year ago on the ground of failing health. He had also served the office of under-sheriff, and he was a perpetual commissioner for Brecknockshire. Mr. Thomas took an active part in local business. He was for many years chairman of the St. John's and St. Mary's Joint Burial Board, and he had been an alderman for the borough since 1851. He had also been four times mayor of Brecon—namely, in 1856, 1873, 1875, and 1877.

MR. ALAN MACLEAN SKINNER, Q.C.

Mr. Alan Maclean Skinner, Q.C., many years a judge of county courts, died on the 21st inst., in his seventy-sixth year. Mr. Skinner was the

fourth son of Lieutenant-Colonel John Skinner, and was born in 1809. He was educated at Eton and at Balliol College, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1834, when he joined the Oxford Circuit. He acted for several years as a revising barrister, and he was one of the prosecuting counsel to the Post Office on the Oxford Circuit. He was appointed recorder of the borough of Windsor in 1852, and he held that office till his death. In 1857 he received a silk gown from Lord Cranworth, and from 1859 till 1872 he was judge of county courts for Circuit No. 25 (comprising Wolverhampton, Walsall, and Oldbury). Mr. Skinner was a magistrate for Staffordshire and Worcestershire, and a bencher of Lincoln's-inn, of which society he was treasurer in 1877. He was married in 1837 to the only daughter of the Rev. John Harding, and he leaves several children. He was buried at Reading on the 26th inst.

MR. JOHN PADDON LATIMER.

Mr. John Paddon Latimer, barrister, died at Glen View, Mannamead, Plymouth, on the 22nd inst. Mr. Latimer was the eldest son of Mr. Isaac Latimer, of Plymouth, and was born in 1844. He was formerly a parliamentary reporter on the staff of the *Times*, and he was for a short time editor of "Hansard's Parliamentary Debates." He was called to the bar at the Middle Temple in Easter Term, 1869, and he practised on the Western Circuit, and at the Exeter and Plymouth Sessions. Mr. Latimer had been for the last five years deputy-stipendiary magistrate at West Ham.

SOCIETIES.

THE BARRISTERS' BENEVOLENT ASSOCIATION.

The twelfth annual meeting of the members of this society took place in the Middle Temple Hall on Wednesday, when Sir Hardinge Giffard, Q.C., M.P., occupied the chair. Among those present were the Master of the Rolls, Mr. Justice Manisty, Mr. Justice A. L. Smith, the Attorney-General, the Solicitor-General, Mr. McIntyre, Q.C., M.P. Mr. Hopwood, Q.C., M.P., Mr. Reid, Q.C., M.P., Sir Walter Phillimore, Mr. Webster, Q.C., &c. The annual report, which was read by Mr. E. Macrory, the hon. secretary, stated that the association had made satisfactory progress during the past year, and that 127 new members had joined the society as subscribers or donors, whereas in the preceding year there was an accession of eighteen new members only. The contributions derived from that new source amounted to £670 8s. 6d. The total income derived from subscriptions during the year had been £1,454 17s. 6d., against £1,304 13s. received during the preceding year. The report further stated that seventy-one applications for assistance had been received, and that fifty-one cases had been relieved, at an expenditure of £1,513 11s. 6d. The report concluded with an expression of regret at the loss which had been sustained by the death of Earl Cairns. The Attorney-General, Sir Henry James, Q.C., M.P., having been unanimously elected trustee in place of the late Earl Cairns, votes of thanks to the chairman, the committee, the hon. secretaries, the benchers of the Middle Temple, &c., closed the proceedings.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1885.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

James Arthur Marigold, B.A., who served his clerkship with Mr. James Marigold, deceased; and Mr. Charles Gabriel Beale, of Birmingham and London.

Percy Henry Brotherton, who served his clerkship with Mr. James Boulton, of London.

Edward Power Bilbrough, who served his clerkship with Mr. Joseph Plaskitt, of London.

Frederick William Washington Kingdon, who served his clerkship with Mr. William Every, of Honiton; and with Messrs. Torr, Janeways, Gribble, & Oddie, of London.

SECOND CLASS.

[In Alphabetical order.]

Charles Asplin, who served his clerkship with Mr. Charles Edward Hatten, of Gravesend.

Mac Iver Buchanan, who served his clerkship with Mr. William Challinor, of Leek.

John Richardson Butler, who served his clerkship with Mr. Thomas Butler, of Broughton-in-Furness; and Messrs. Johnston, Harrison, & Powell, of London.

Henry Edmond Cunningham, who served his clerkship with Mr. John Attenborough, of London.

Joseph Fawcett, who served his clerkship with Mr. William Norton Ellen, of London.

Arthur Sidebotham, who served his clerkship with Mr. Edward George Simpson, of Manchester.

THIRD CLASS.

[In Alphabetical order.]

Thomas William Barker, who served his clerkship with Mr. John Hayes Barker, of Carmarthen.

James Clark, who served his clerkship with Mr. William Waldron, of Brierley Hill.

Robert Llewellyn Devonshire, who served his clerkship with Mr. Thomas Harris Devonshire, of London.

Ivor Harries, who served his clerkship with Mr. Charles William Rees Stokes, of Tenby; and Messrs. Ford, Lloyd, Bartlett, & Michelmor, of London.

Thomas Phillips, who served his clerkship with Mr. Albert Gibson, of London.

William Walker, who served his clerkship with Mr. Rooke Pennington, of Bolton.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Marigold, the prize of the Honourable Society of Clement's-inn, value ten guineas; and the Daniel Reardon Prize, value about twenty-five guineas.

To Mr. Brotherton, the prize of the Honourable Society of Clifford's-inn, value ten guineas.

To Mr. Bilbrough, the prize of the Honourable Society of New-inn, value five guineas.

To Mr. Kingdon, the prize of the Incorporated Law Society, value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was thirty.

PRELIMINARY EXAMINATION.

The following candidates were successful at the preliminary examination held on the 6th and 7th of May, 1885:—

Allen, William Edward Romilly

Ashwin, Manley Horton

Bagshaw, Burton

Bailey, Thomas Holden

Baldwick, John Henry

Ballantine, James

Bastard, Edward Roger

Bennett, Herbert William

Benwell, Charles Marchant

Bernstone, Henry

Blagrove, Edward Hanmer

Blunt, Graham

Bockett, Robert Arnold

Bonnor, George Ricketts

Brookes, James William Auston

Brown, Frederick Robert

Brown, John Williamson

Bullock, Frederick Acton

Burton, William Henry

Bushby, William Henry

Butt, Charles Francis

Caldecutt, Leicester

Carn, William George

Challinor, Reginald

Chiles, Thomas Henry

Chilcott, Hugh Thurston

Collins, Henry John

Collyer, Daniel William

Cullingford, William Ernest

Cuthbertson, James William

Dawes, Edward William

Dey, Lewis Irving

Doria, Francesco dei

Du Bois, Frederick

Durham, Arthur

Frater, Frederic Moses

Gibbons, Thomas Clarke Pilling

Gilman, Francis

Goodenough, Frederick Craufurd

Goold, John Heyden

Gush, William Holborn

Haines, Cecil Evered

Hannay, George Pilling

Hardcastle, James

Hill, George March

Hilliard, Walter

Hopkins, Henry Russell

Jacques, John William Frederick

Jennings, Alfred

Jones, Percy Dowland

Keen, Harry

Laurence, Thomas Ernest de Vere

Leach, William Henry Felix

Leigh, Norman

Lewis, Ernest Elgin

Lindsay, Frederick

Mackay, Douglas

Marston, Edmund Richard

Martin, William Edward Massie

Maynard, Alfred William

Meakin, Harry Rowland

Neil, James Christopher

Newstead, Francis James

Norfolk, Edward

Norton, Silas Bradbury

Norton, Theodore

O'Leary, John Ralph Arthur

Pearce, Herbert Harvey

Piper, Frederick

Powles, Edward Paulet

Quincey, Bertram de Quincey

Rabbitt, Harry

Ramsden, Arthur Hildebrand

Rees, Arthur

Remnant, Percy Waterland

Riddiough, William

Ritson, George Spark

Roberts, Cecil Charles

Robson, Alexander

Roderick, Sydney Tudor

Rogers, Alexander Elliott

Sale, Reginald William

Saltwell, Arthur Harry

Sanderson, John Tunstall

Scholes, Robert

Severs, William Baldock

Silburn, Reginald James Singleton

Smith, Henry Thomas

Stileman, Herbert Ives

Stowell, Richard Tatham

Stubbs, Charles John

Swann, Arthur Henry

Terry, Frederick

Thomas, Lewis Drew

Thomasset, Victor

Tovey, Arthur John Henry

Tucker, Alan Plasket

Turner, Frank

Wagstaff, William

Waterman, John Howard

Watkins, Henry Horatio

Williams, Ernest George Scott

Wimbush, John Bouchier

Winter, Laurence Amos

Wix, William Henry Buller

Wright, James Hall

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday, the 19th inst., Mr. Arnold Austin in the chair. The debate upon the following motion, "That her Majesty's Government have ceased to deserve the confidence of the country," which was adjourned at the last meeting, was continued in the negative by Mr. D. Stewart Smith, who was followed on the same side by Messrs. Richardson and D. H. Davies. The affirmative was supported by Messrs. J. C. Wheeler, Lloyd Jones, Langham, Crawford, and Bower. Mr. Batcliffe having replied, the motion was put to the meeting, and on a division being taken was declared to be carried in the affirmative by a majority of six votes. Fifty-five members were present at the debate.

LEGAL APPOINTMENTS.

Mr. ERNEST EGBERT BLYTH, LL.B., B.A., solicitor, of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Blyth was admitted in 1878.

Mr. GEORGE ROSE-INNES, jun., solicitor (of the firm of Rose-Innes, Son, & Crick), has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK JOHN O'CARROLL, barrister, has been appointed Secretary to the Lord Chancellor of Ireland. Mr. O'Carroll was called to the bar in Ireland in 1868.

Mr. ARTHUR HENRY AITKEN, solicitor (of the firm of Easthams & Aitken), of Clitheroe, has been elected Town Clerk of the Borough of Accrington. Mr. Aitken was admitted a solicitor in 1882. His senior partner, Mr. John Eastham, is town clerk of Clitheroe and registrar of the Clitheroe County Court.

Mr. EPHRAIM WAYMAN, solicitor, of Cambridge, has been elected President of the Cambridgeshire Law Society for the ensuing year. Mr. Wayman is clerk to the borough magistrates at Cambridge. He was admitted a solicitor in 1854.

Mr. EDWARD NICHOLAS FENWICK, barrister, has been appointed Stipendiary Magistrate for the Borough of Bradford. Mr. Fenwick is the third son of Mr. Edward Matthew Fenwick, of Burrow Hall, Lancashire. He was educated at Trinity Hall, Cambridge, where he graduated as a junior optime, and he was called to the bar at the Inner Temple in Hilary Term, 1873. He has practised on the North-Eastern Circuit, and at the West Riding, Leeds, and Bradford Sessions.

Mr. WILLIAM DODD, Q.C., has been appointed Prosecuting Crown Counsel for the City and County of Dublin, in succession to the Solicitor-General for Ireland. Mr. Dodd was called to the bar at Dublin in 1873, and he became a Queen's Counsel in 1884. He is a member of the North-East Circuit.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 20.—*Bills Read a Second Time.*

PRIVATE BILLS.—Horsforth Water; Northwich Local Board Water; Metropolitan Railway; Latimer-road and Acton Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Selby Dam Drainage; North Metropolitan Tramways; Liverpool and Birkenhead Subway. Registration (Occupation Voters). Consolidated Fund (No. 3).

May 21.—*Bills Read a Third Time.*

PRIVATE BILLS.—Stratford-upon-Avon, Towcester, and Midland Junction Railway; Rhymney Railway; Taff Vale Railway.

HOUSE OF COMMONS.

May 20.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bermondsey Vestry; Bottle-cum-Linacre (Fraudulent Bonds).

Pluralities.

River Thames (No. 2).

May 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Local Government (Gas) Provisional Orders; Local Government Provisional Orders (No. 3); Local Government Provisional Orders (No. 4).

Princess Beatrice Annuity.

Bills Read a Third Time.

PRIVATE BILLS.—Dore and Chinley Railway; Llangamarch and Neath and Brecon Junction Railway; Manchester, Sheffield, and Lincolnshire Railway; Pontypridd, Caerphilly, and Newport Railway; Worcester Extension.

Honorary Freedom of Boroughs.

Waterworks Clauses Act (1847) Amendment.

May 22.—Bill Read a Second Time.
Telegraph Acts Amendment.

Bills Read a Third Time.
PRIVATE BILLS.—Mersey Railway; South-Eastern Railway.

LEGAL NEWS.

Mr. Charles Harrison, solicitor, of 19, Bedford-row (the head of the firm of C. & S. Harrison & Co.), has been unanimously adopted as the Liberal candidate for the borough of Holborn.

On the 21st inst. the Court of Common Council resolved to increase the salary of Sir John Monckton, the town clerk, from £2,500 to £3,000 per annum from Lady-day last.

The judicial business of the House of Lords will be resumed on Monday, June 8, at eleven o'clock, when the appeals of *Last v. The London Assurance Corporation* and *The Vestry of St. Matthew, Bethnal Green, v. Perkins* and others will be in the paper for hearing.

We are requested to state that a general meeting of old Harrovians and Harrow masters, convened by Sir Matthew Ridley, Bart., M.P., will be held at the Westminster Palace Hotel on Tuesday, June 9, at three o'clock, for the purpose of taking the necessary steps to raise a fund to commemorate, at Harrow, the head mastership of Dr. Butler.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., June 1	Mr. Ward	Mr. Carrington	Mr. Beal	Mr. Koe
Tuesday 2	Pemberton	Jackson	Leach	Clowes
Wed., 3	Clowes	Carrington	Beal	Koe
Thursday 4	Koe	Jackson	Leach	Clowes
Friday 5	Jackson	Carrington	Beal	Koe
Saturday 6	Carrington	Jackson	Leach	Clowes

Date.	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice FRANSON.
Monday, June 1	Mr. Pugh	Mr. King	Mr. Pemberton
Tuesday 2	Levie	Farrer	Ward
Wednesday 3	Pugh	King	Pemberton
Thursday 4	Levie	Farrer	Ward
Friday 5	Pugh	King	Pemberton
Saturday 6	Levie	Farrer	Ward

TRINITY SITTINGS, 1885.

COURT OF APPEAL.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, from the Probate, Divorce, and Admiralty Division (Admiralty), and from the London Bankruptcy Court.

ORDER OF BUSINESS.

Tues, June 2	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Wednesday 3	Apps from the Q. B. Final List (Bkcy apps will not be taken this week)
Thursday 4	Apps from the Q. B. Final List
Friday 5	Apps from the Q. B. Final List
Sat., 6	Apps from the Q. B. Final List
Tuesday 9	Apps from the Q. B. Final List
Wednesday 10	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 11	Apps from the Q. B. Final List
Friday 12	Bkcy apps and apps from Q. B. Final List if necessary
Saturday 13	Apps from the Q. B. Final List
Monday 15	Admiralty apps with covers
Tues., 16	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Wednesday 17	Apps from the Q. B. Final List
Thurs., 18	Apps from the Q. B. Final List
Friday 19	Bkcy apps and apps from Q. B. Final List if necessary
Sat., 20	Apps from the Q. B. Final List
Monday 22	Apps from the Q. B. Final List
Tuesday 23	Apps from the Q. B. Final List

Wed., 24	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 25	Apps from the Q. B. Final List
Friday 26	Bkcy apps and apps from Q. B. Final List if necessary
Saturday 27	Apps from the Q. B. Final List
Monday 29	Apps from the Q. B. Final List
Tuesday 30	Apps from the Q. B. Final List
Wed., July 1	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 2	Apps from the Q. B. Final List
Friday 3	Bkcy apps and apps from Q. B. Final List if necessary
Sat., 4	Apps from the Q. B. Final List
Monday 6	Apps from the Q. B. Final List
Tues., 7	Apps from the Q. B. Final List
Wednesday 8	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 9	Apps from the Q. B. Final List
Friday 10	Bkcy apps and apps from Q. B. Final List if necessary
Sat., 11	Apps from the Q. B. Final List
Monday 13	Apps from the Q. B. Final List
Tuesday 14	Apps from the Q. B. Final List
Wednesday 15	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 16	Apps from the Q. B. Final List
Friday 17	Bkcy apps and apps from Q. B. Final List if necessary
Saturday 18	Apps from the Q. B. Final List
Monday 20	Apps from the Q. B. Final List
Tuesday 21	Apps from the Q. B. Final List

Wednesday 22	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns and also apps. from final list if required
Thursday 23	Apps from Q. B. Final List
Friday 24	Bkcy apps and apps from Q. B. Final List if necessary
Saturday 25	Apps from Q. B. Final List
Monday 27	Apps from Q. B. Final List
Tuesday 28	Apps from Q. B. Final List
Wednesday 29	App. motns. ex pte—orgl. motns.—and apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 30	Apps from Q. B. Final List
Friday 31	Bkcy apps and apps from Q. B. Final List if necessary
Sat., Aug 1	Apps from Q. B. Final List
Monday 3	Apps from Q. B. Final List
Tuesday 4	Apps from Q. B. Final List
Wednesday 5	App. motns. ex pte—Orgl. motns.—apps. from ords made on interlocutory motns (interlocutory apps continued & if necessary Final List)
Thursday 6	Apps from Q. B. Final List
Friday 7	Bkcy apps and apps from Q. B. Final List if necessary
Saturday 8	Apps from Q. B. Final List
Monday 10	Apps from Q. B. Final List
Tuesday 11	Apps from Q. B. Final List
Wednesday 12	App. motns. ex pte—original motns.—and apps from ords made on interlocutory motns, and also apps from final list if required.

SPECIAL NOTICE.—It is probable that during the Summer Circuits both Appeal Courts will take Chancery Appeals only, and not Queen's Bench Appeals, of which due notice will be given in the Daily List. Bankruptcy Appeals as usual during the Sittings.

N.B.—Admiralty Appeals, with assessors, will be taken on Monday, June 15, Tuesday, June 16, and following days if necessary.

Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

ORDER OF BUSINESS.

Tue, June 2	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list) and apps. from general list if required.
Wednesday 3	Interlocutory apps continued and General List
Thursday 4	Apps from the Chancery General List
Friday 5	Apps from the Chancery General List
Saturday 6	Apps from the Chancery General List
Monday 8	Apps from the Chancery General List
Tuesday 9	Apps from the Chancery General List
Wednesday 10	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list), and apps from general list if required
Thursday 11	Apps from the Chancery General List
Friday 12	Apps from the Chancery General List
Saturday 13	Apps from the Chancery General List
Monday 15	Apps from the Chancery General List
Tuesday 16	Apps from the Chancery General List
Wednesday 17	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list), and apps from general list if required
Thursday 18	Apps from the Chancery General List
Friday 19	Apps from the Chancery General List
Saturday 20	Apps from the Chancery General List
Monday 22	Apps from the Chancery General List
Tuesday 23	Apps from the Chancery General List
Wednesday 24	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list), and apps from general list if required
Thursday 25	Apps from the Chancery General List
Friday 26	Apps from the Chancery General List
Sat., 27	Apps from the Chancery General List
Monday 29	Apps from the Chancery General List
Tuesday 30	Apps from the Chancery General List
Wednesday 31	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list) & apps from general list if required
Thursday 2	Apps from the Chancery General List
Friday 3	Apps from the Chancery General List
Sat., 4	Apps from the Chancery General List
Monday 6	Apps from the Chancery General List
Tuesday 7	Apps from the Chancery General List
Wednesday 8	App. motns. ex pte—orgl. motns.—apps. from ords made on interlocutory motns (sep list) and apps from general list if required.
Thursday 9	Apps from the Chancery General List
Friday 10	Apps from the Chancery General List
Sat., 11	Apps from the Chancery General List
Monday 13	Apps from the Chancery General List
Tuesday 14	Apps from the Chancery General List

Wednesday 15	App. motns. ex pte—Original motns.—apps from ords made on interlocutory motns (sep list), and apps from gdn list if required
Thursday 16	Apps from Chan gen list
Friday 17	Apps from Chan gen list
Saturday 18	Apps from Chan gen list
Monday 20	Apps from Chan gen list
Tuesday 21	Apps from Chan gen list
Wednesday 22	App. motns ex pte—original motns.—apps from ords made on interlocutory motns (sep list), and apps from general list if required
Thursday 23	Apps from Chan gen list
Friday 24	Apps from Chan gen list
Saturday 25	Apps from Chan gen list
Monday 27	Apps from Chan gen list
Tuesday 28	Apps from Chan gen list
Wednesday 29	App. motns ex pte—original motns.—appeals from ords made on interlocutory motns (sep list), and apps from gdn list if required
Thursday 30	Apps from Chan gen list
Friday 31	Apps from Chan gen list
Sat., Aug 1	Apps from Chan gen list
Monday 3	Apps from Chan gen list
Tuesday 4	Apps from Chan gen list
Wednesday 5	App. motns ex pte—original motns.—appeals from ords made on interlocutory motns (sep list), and apps from gen list if required
Thursday 6	Apps from Chan gen list
Friday 7	Apps from Chan gen list
Saturday 8	Apps from Chan gen list
Monday 10	Apps from Chan gen list
Tuesday 11	Apps from Chan gen list

SPECIAL NOTICE.—It is probable that during the Summer Circuits Chancery Appeals will be taken in both Courts, of which due notice will be given in the Daily List. N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven during the sittings.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Chancery Court, I.

V.C. Sir JAMES BACON.

Tues, June 2	Mts, adj sums & gen pa.
Wednesday 3	General paper.
Thursday 4	General paper.
Friday 5	Pets, shd causes, & gen pa.
Saturday 6	General paper.
Monday 8	General paper.
Tuesday 9	General paper.
Wednesday 10	Mts, adj sums, & gen pa
Thursday 11	Pets, shd caus., & gen. pa
Friday 12	Mts, adj sums, & gen pa
Saturday 13	Pets, shd caus., & gen. pa
Monday 15	General paper.
Tuesday 16	General paper.
Wednesday 17	Mts, adj sums & gen pa.
Thursday 18	Pets, shd caus., & gen. pa.
Friday 19	Mts, adj sums, & gen pa.
Sat., 20	Pets, shd caus., & gen. pa.
Monday 22	General paper.
Tuesday 23	General paper.
Wednesday 24	General paper.
Thursday 25	Mts, adj sums, & gen. pa
Friday 26	Pets, shd caus., & gen. pa
Saturday 27	Pets, shd caus., & gen. pa
Monday 29	General Paper
Tues., 30	General Paper
Wednesday 1	General Paper
Thursday 2	Mts, adj sums, & gen pa
Friday 3	Pets, shd causes & gen p.
Saturday 4	General paper.
Monday 6	General paper.
Tuesday 7	General paper.
Wednesday 8	Mts, adj sums, & gen pa
Thursday 9	Pets, shd causes, & gen. pa
Friday 10	Mts, adj sums, & gen pa
Saturday 11	Pets, shd causes, & gen. pa
Monday 13	General paper
Tuesday 14	General paper
Wednesday 15	Mts, adj sums, & gen pa.
Thursday 16	Pets, shd causes, & gen. pa
Friday 17	Mts, adj sums, & gen pa.
Saturday 18	Pets, shd causes, & gen. pa
Monday 20	General paper
Tuesday 21	General paper
Wednesday 22	Mts, adj sums, & gen. pa
Thursday 23	Pets, shd causes, & gen. pa
Friday 24	Mts, adj sums, & gen. pa
Saturday 25	Pets, shd causes, & gen. pa
Monday 27	General paper
Tuesday 28	General paper
Wednesday 29	Mts, adj sums, & gen. pa
Thursday 30	Pets, shd causes, & gen. pa
Friday 31	Mts, adj sums, & gen. pa
Sat., Aug 1	Pets, shd causes, & gen. pa
Monday 3	General paper
Tuesday 4	General paper
Wednesday 5	Mts, adj sums, & gen. pa
Thursday 6	Pets, shd causes, & gen. pa
Friday 7	Mts, adj sums, & gen. pa
Saturday 8	Pets, shd causes, & gen. pa
Monday 10	General paper
Tuesday 11	General paper
Wednesday 12	Mts, adj sums, & gen. pa

Friday10.. Forins & adj. sums
Sat11 Sat sums, pen, & a tj sums.
Monday13
Tuesday14 } General Paper
Wednesday 15
Thursday ...16 }
Friday17.. Mins and adj sums

Monday.....10	{	General paper
Tuesday.....11		
Wednesday.....12		
Thursday.....13		
Friday.....14		Mtms and adj sms
Saturday.....15		Sht caus, p's, & adj sms
Sunday.....16		
Tuesday.....18	{	General paper.
Wednesday.....19		
Thursday.....20		
Friday.....21		Mtms and adj sms
Sat., Aug. ... 1		Sht caus, p's, & adj sms
Monday.....3		
Tuesday....4		
Wednesday.....5		
Thursday.....6		
Friday.....7	{	Remaining mts, remainin p's, adj sms, and g-m p's
Saturday.....8		
Monday.....10		
Tuesday.....11		
Wednesday 12		

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

LIMITED IN CHANCERY

... (Gentle May '94)

[Gazette, May 8.]

LIMITED.—Petition for winding up, presented May 21, J., on June 6. Lawrance and Co. Oldham

LIMITED.—Petition for winding up, presented before B.V.C., on June 6. Allen and the petitioner

LIMITED.—By an order made by Kay, the company be wound up. Chester and Kingston, solicitor for the petitioner
[Gazette, May 22.]

CABLE COMPANY, LIMITED.—By an order is ordered that the company be wound up as liquidator for the petitioners

MICHA WOKES, LIMITED.—Bacon, V.C., has Charles Lee Nicholls, 1, Queen Victoria are required, on or before June 8, to send particulars of their debts or claims, to the pointed for hearing and adjudicating upon

PETITION FOR WINDING UP, presented May J., on June 6. Fowler and Co. Borough

LIMITED.—Petition for winding up, presented May J., on Saturday, June 6. Stokes and Middle, Newcastle on Tyne, solicitor for the

[Gazette, May 26.]

**OF CORNWALL,
S CHANCERY.**

MINES, LIMITED.—By an order made by is ordered that the voluntary winding up of Truro, agent for Snell and Co, George & Company

[Gazette, May 26.]

S' CLAIMS.

STATES IN CHANCERY.
OF PROOF.

er, Cambridge. June 8. *Foster v Foster*
Julst st. June 1. *Cottle v Cottle*, Bacon
rocer. June 8. *Castle v Duker*, Poarson
ts, Huntingdon. June 2. *Foster v Large*
Gray's inn
[Gazette, May 26.]

PARRY, JAMES, Manchester, Solicitor. June 8. Fryer v Whitworth and Heathcote, Registrar, Manchester District. Whitworth, Manchester. [Gazette, May 12.]

KOPPEL, LUDWIG WILLIAM, Tower st. May 30. Hoghton v Koppel, Bacon, V.C. Robson, Pocklington
MANTELL, JOHN DALTON, Mitcham, Surrey, Brewer. June 10. Mantell v Mantell, Bacon, V.C. Roberts, St Mildred's ct, Poultry [Gazette, May 15.]

BOURNE, Sir JAMES DYSON, West Drayton, Bart. June 8. Haynes v Buchanan, Pearson, J. Hughes, Liverpool
LEA, WILLIAM, Barton, nr Hereford, Gent. June 10. Lea v Cooke, Pearson, J. Humphreys, Hereford
WYTHES, GEORGE EDWARD, Epping, Essex, Esq. June 15. Wythes v Marshall, Bacon, V.C. Munns, Old Jewry [Gazette, May 19.]

ALLAN, JOHN, Newington Hall, Stoke Newington, Draper. June 8. Frost v Allan, Bacon, V.C. Farrar, Wardrobe pl, Doctor's commons
BOOTH, THOMAS, Calverley, York, Woollapier. June 1. Bradford Commercial Joint Stock Banking Company, Limited, v Booth, Bacon, V.C. Watson, Bradford
JOWETT, JAMES, Overden, nr Halifax, Worsted Spinner. June 20. Longbottom v Jowett, Chitty, J. Ingram, Halifax
LANGDON, HENRY DOMINIC, Monteghi, Florence, Italy, Gent. June 26. Lang v Langdon, Kay, J. Angell & Co, Gresham st
MATTHEWS, SARAH, Coburg rd, Old Kent rd. June 30. Hodgson v Lawley, Kay, J. Castle, Southampton st, Bloomsbury
ROYLE, ELIZABETH, Heigham, Norwich. June 16. Wild v Royle, Bacon, V.C. Hardy, Norwich [Gazette, May 22.]

ALLENDER, WILLIAM HENRY, Lansdowne rd, Notting Hill, Stockbroker. June 24. Jones v Allender, Kay, J. Jerome, Tokenhouse yard
HYDE, WILLIAM, Willesden, Builder. June 22. Bird v Whitaker, Bacon, V.C. Peckham, Lincoln's inn fields [Gazette, May 26.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ALCOCK, CAROLINE, Tunstall, Stafford. May 29. Hollinshead and Moody, Tunstall
ANDREWS, HENRY PETER, Clarence Lodge, Hounslow. June 30. Vanderpump, Gray's inn sq
ASHERBROOK, Right Hon EMILY THEOPHILA, Dowager Viscountess, Queen's Gate terrace, Kensington. June 30. Cope and Co, Great George st, Westminster
BAYLIS, JOHN, Shawford, Hants. June 30. Bailey and White, Winchester
BENNETT, ELIZABETH, Trammere, Chester. June 15. Peacock and Co, Liverpool
BLAND, ALFRED, Gt Yarmouth, Fishing Merchant. June 14. Kennett, Norwich
BOOTH, ARTHUR, Fulham, nr Lichfield, Stafford, Farmer. June 24. Hinckley and Co, Lichfield
BRIDOR, BETTY, Pendleton, nr Manchester. June 1. Butcher, Bury
BRISCOE, THOMAS, Broxton, Chester, Farmer. May 23. Remer, Sandbach
BRYER-HINDE, Rev. THOMAS, M.A., Over Silton, nr Northallerton, York. Sept. 1. Chambers and Chambers, Brighouse
BUSTON, ROBERT, Sydenham, Kent, Esq. July 1. Withall, Great George st, Westminster
CANDELET, GEORGE, Chesale, Hulme, Chester, Gent. June 20. Sutton and Elliott, Manchester
CANNAM, THOMAS, Cambridge. June 12. Ellison and Co, Cambridge
CARTER, CHARLOTTE, Heavitree, Devon. July 24. Huggins, Exeter
ELLIS, ANNE, Prestwich, nr Manchester. June 20. Sutton and Elliott, Manchester
GRIGG, ALLAN STUART, St Leonards on Sea, Esq. July 1. Norris and Carless, St Leonards on Sea
HAYES, JOHN BEAUCHAMP, Blandford sq, Captain. July 1. Markby and Co, Coleman st
HUDDART, GEORGE AUGUSTUS, Brynhyr, Carnarvon, Esq. June 13. Sandilands and Co, Fenchurch avenue
JONES, JOHN, Liverpool, Licensed Victualler. May 22. Goffey and Co, Liverpool
JONES, JONATHAN, Birkenhead, Mechanic. June 1. Jones and Milne, Liverpool
JONES, WILLIAM LUKMOORE, Ide, nr Exeter, Gent. May 29. Moon and Gilks, Lincoln's inn fields
KIEBT, GEORGE, Richmond, Surrey, Wine Merchant. July 15. Pilgrim and Phillips, Coleman st
KNIGHTON, Sir WILLIAM WILLESLEY, Hotndean, Southampton, Bart. Aug 1. Pollock and Co, Lincoln's inn fields
LLOYD, WILLIAM, Ystrad, Rhondda, Glamorgan, Grocer. July 1. Williams, Pontypridd
LOWE, NICHOLAS, Chester le Street, Durham, Horse Dealer. June 15. Nisbet and Daw, Lincoln's inn fields
MAYNE, JOHN, Dalton in Furness, Lancaster, Doctor of Medicine. June 2. Tyson, Dalton in Furness
MUGGERIDGE, WILLIAM, Knights, Dunsfold, Surrey, Gent. July 10. Down and Co, Dorking
PATERSON, ALEXANDER, Eastbourne terr, Gent. Aug 15. Harwood and Stephenson, Lombard st
PHILLIPS, JOHN ALLEN LLOYD, Mabwa, Cardigan, Esq. June 25. Eaton and Co, Haverfordwest
PORTER, HENRY, Gt George st, Liverpool, Stationer. June 20. Hughes, Birkenhead
PORTER, HYEN, Braintree, Essex, Bank Manager. June 12. Holmes, Bocking, Braintree
RIDGWAY, SARAH, Moss Side, nr Manchester. June 24. Ridgway and Worsley, Warrington
RISBY, CHRISTOPHER PALMER, Portland pl, Major General. June 30. Giffard and Co, Suffolk st, Pall Mall East
ROBERTS, JOHN HENRY, Falmouth, Cornwall, Master Mariner. June 30. Jenkins, Falmouth
ROBBELL, JOHN R., Headley, Surrey, Esq. July 1. Eyre and Co, John st, Bedford row
STOUT, JOHN, Bury, Lancaster, Glass Dealer. June 8. Grundy, Bury
STRAW, JOSEPH, Sheffield, Shopkeeper. June 24. Fretson and Son, Sheffield
TUBEY, DANIEL, Belasis pk, Hampstead, Builder. June 30. Surt and Co, Abchurch lane
TOWNSEND, JAMES COYLESTON, Swindon, Wilts, Solicitor. June 30. Townsend, Swindon
WEBB, THOMAS LEWIS, Lagwardine, Hereford, Gent. Aug 1. James and Bodenham, Hereford
WHALEY, JOHN, Wigan, Lancashire. July 1. Wright and Appleton, Wigan
WIDGINGTON, SAMUEL, High Wycombe, Timber Merchant. June 24. Parker and Wilkins, High Wycombe
WILSON, JAMES, Freystrop, Penbroke, Gent. June 26. Eaton and Co, Haverfordwest

WOOLIAM, ELIZABETH BENNETT, Higher Broughton, nr Manchester. June 25. Slater and Co, Manchester
YOUNG, GEORGE, Kingerby, Lincoln. June 12. Field and Sons, Leamington [Gazette, May 15.]

ASHTON, FRANK, Laurel Lodge, Twickenham, Esq. July 1. Smith, Manchester
AVERY, SAMUEL BUGBOM, Bromsgrove, Worcester, Gent. June 16.
BENSON, CHARLES, Erdington, Warwick, Gent. June 16. Foster, Birmingham
BOOTH, MARK, Kilmarah, Derby, Retired Brewers' Agent. June 9. Wilson, Sheffield
CARR, LOIS, Trowbridge. July 1. Mann and Rodway, Trowbridge
CURRIE, ARCHIBALD, Croydon, Surrey, Barrister-at-Law. June 17. Warriner, Broad st
DAYET, EDMUND FREDERICK, Kingsland, Baker. June 24. Edwards, St Helen's
FRY, HERBERT THOMAS, Trinity rd, Upper Tooting, Esq. July 10. Holcombe, High Holborn
GORDON, ELIZABETH BRUCE, Orsett terrace. June 30. Tompson and Co, Stone buildings, Lincoln's inn
GREENE, LOUISA GERTRUDE, New Windsor. June 20. Long and Co, Windsor
GREY, EDWARD, Eastham, Chester, Gent. July 1. Trevor, Guisborough
HAYES, JOHN BEAUCHAMP, Blandford sq, Captain. July 1. Markby and Co, Coleman st
JONES, WILLIAM CLAY, Brecon, Surgeon. June 3. Bonnell Bishop, Brecon
KEEP, ALFRED HENRY, Lower Thames st, Lighterman. July 20. Farnfield, Lower Thames st
KINDER, JOHN GELSTHORPE, Farnfield, Nottingham, Farmer. June 24. Kirkland, Southwell, Notts
KNIGHT, JOHN WILLETT, Burslem, Stafford, Butcher. June 24. Tomkinson and Fumival, Burslem
LANDSOWE, BENJAMIN, Trowbridge, Wilts, Retired Newspaper Proprietor. July 1. Mann and Rodway, Trowbridge
MORTIMER, GEORGE PETER, Barners st, Oxford st, Engraver. July 1. Duncan and Co, Bloomsbury sq
MURRAY, THOMAS THOMSON, Saltash passage, Devon. June 30. Wilkinson and Marshall, Newcastle on Tyne
PARNALL, ROBERT, Bishopsgate st Without, Wholesale Clothier. July 14. Ashbridge, Whitechapel rd
ROBINSON, GEORGE, East Moulsey, Surrey, Gent. June 8. Marsden and Co, Wakefield
SAINT, JOSEPH DENBY, Macclesfield, Surgeon. June 30. Hand, Macclesfield
THRESCUTT, EMILY SOPHIA, Midway grove, Stoke Newington. June 24. Gill, Ludgate hill
UDALL, PRESTWOOD JOHN, Clay Cross, Derby, Woollen Draper. June 24. Gee, Chesterfield
WALKER, EMMA, Warwick rd, Earl's Court. July 1. Rivington and Son, Fenchurch buildings
WARDEPO, MARGARET, Samos rd, South Penge Park. June 15. Courtney Lewis, Adelaide pl, London Bridge
WARE, JOHN, Clifton Down, near Bristol, Esq. June 30. Ware and Co, Great Winchester st [Gazette, May 19.]

ADCOCK, MARY ALLEN, Midhurst, Sussex, Milliner. June 20. Robinson, Christchurch passage, Newgate st
ALEXANDER, HENRY, Grandmanan, Charlotte, New Brunswick. June 13. Kingsford and Co, Essex st, Strand
ALFORTH, CHARLES, Evenwood and Barony, Durham, Physician. June 30. Edgar, Bishop Auckland
ATKINS, WILLIAM, Colney Hatch, Hertford, Dairyman. June 24. Blagg and Edwards, St. Albans
BELL, ANN, Putney, Surrey. June 17. Barker and Son, New Inn, Strand
BROAD, HARRIET, Fairbridge rd, Upper Holloway. July 18. Garrett, Great James st, Bedford row
CLARE, MARTHA, Newbury, Berks. July 16. Stone and Co, Bath
COLLIER, JOHN, Uxbridge, Lancaster, Labourer. June 19. Butler, Broughton in Furness
COX, EDWARD GORDON, Bournemouth, Solicitor. Oct 1. Maccahairs, John st, Bedford row
CRAIGIE, HENRY CADOGAN, Ramsgate, Kent, Major General. June 24. Jenkyn, Lincoln's inn fields
DREW, CHARLES WALLACE, Perham rd, West Kensington, Surgeon. June 16. Moon and Gilks, Lincoln's inn fields
DUCKWORTH, THOMAS, Harpenden, Hertford, Farmer. June 20. Talbot and Tasker, Bedford row
DUTCH, RACHEL, Liverpool. June 15. Tyrer and Co, Liverpool
ELIN, LAURA ISABELLE, Brighton. June 22. Bompas and Co, Great Winchester st
FORSHAW, TIMOTHY, Knowsley, Lancaster, Stud Groom. July 1. Ansdell and Eccles, St Helens
FREAKER, Sir CHARLES JAMES, South Kensington, Bart. June 30. Burrows and Bates, Seckville st, Piccadilly
HARDING, MARGARET, Tamworth, Stafford. June 20. Argyle and Sons, Tamworth
HOLLIDAY, JOHN, Handsworth, Stafford, Gent. July 8. Sanders and Co, Birmingham
JONES, JOHN, Tarbach, Margam, Glamorgan, Police Constable. July 13. Curtis and Son, Neath
LONGBOTTOM, STAUNTON FITZHERBERT, Worthing, Gent. June 20. Tyrrell, Raymond bldgs, Gray's inn
MCCELLAND, JOHN, St. Leonards on Sea, Inspector General Bengal Medical Dept. June 16. Galsworthy, Old Jewry
MEHMAN, JOHN, Navarino rd, Dalston, Inland Revenue Officer. June 18. O'Loughlin, Bromley st, Commercial rd
RILEY, THOMAS, Manchester, Cashier. June 27. Sutton and Elliott, Manchester
ROBINSON, JOHN, Poynton, Chester, Retired Farmer. June 24. Grundy, Stockport
ROSLANDS, SAMUEL DAWSON, Purser of the Steamship Santa Rosa. Aug 15. Bradner and Court, Liverpool
SHAYTON, MARY ANN, Merthyr Tydfil. June 12. Lewis and Jones, Merth Tydfil
SWAIN, SOPHIA ROSINA, St Leonards on Sea. June 16. Galsworthy, Old Jewry
WALKER, EMMA, Warwick rd, Earl's Court. July 1. Rivington and Son, Fenchurch bldgs
WHALEY, CHARLES HERBERT, Woodlands, Stowe, Bucks, Esq. July 31. Wright, Lincoln's inn fields
WILES, EDWARD, Warwick Tailor. June 27. Fenton, Warwick
WRIGHT, EUPHEMIA, Aberly, Surrey. July 6. Carritt and Son, Rood lane, Fenchurch st [Gazette, May 22.]

ANDREWS, JOSEPH, Denmark rd, Camberwell, Commercial Traveller. June 30. Ker, Denmark rd, Camberwell
BLOOR, Rev JOHN FREDERIC, Stamfordham, Northumberland, Clerk in Holy Orders. July 31. Lendbitter and Harvey, Newcastle upon Tyne
BRIDGER, Rev MAJOR RIDER, York, Clerk. June 24. Brown and Elmhurst, York
CHAMBERLAIN, WILLIAM, Hill side, Crouch Hill, Licensed Victualler. July 1. Denton and Co, Cheapside

CLARK, WILLIAM, Maldon, Essex, Gent. July 21. Crick and Freeman, Maldon.
COLLINGSWOOD, CAROLINE ELIZABETH, Regina rd, Holloway. June 20. Crump
and Sons, Philpot lane
GRILING, JAMES, Seven Sisters' rd, Coal Merchant. July 8. Cramp and Son,
Philpot lane
GOLDSMID, ISABEL, Upper Harley sq. June 24. Druces and Co, Billiter sq
JACKSON, CHARLES, Bentley, Southampton, Clerk in Holy Orders. June 24.
Knight and Ward, Farnham, Surrey
KEANE, BARONESS CHARLOTTE MARIA, Dullingham House, Cambridge. June 30.
Freere and Co, Lincoln's inn fields
LAWSON, LOWTHER, Bowness on Solway, Cumberland, Yeoman. June 20. Hough,
Carlisle
NEWTON, JOHN, Pennington, Lancaster, Gent. July 1. Hope, Atherton
PARRY, ANNE, Bromsgrove, Worcester. July 30. Sanders, Bromsgrove
PASLEY, RUSSELL GRAVES SABINE, Plymouth, Captain R.N. July 1. Jolliffe,
Portsmouth
PIPER, ROBERT, Eastbourne, Sussex, Shoemaker. June 20. Coles and Carr,
Eastbourne
PLUMLEY, JESSIE LOUISE, Richmond rd, Dalston. July 21. Shephard and Sons,
Finsbury circus
POWER, REV PATRICK, Congleton, Chester, Clerk. June 10. Lynch and Teebay,
Liverpool
POZO, JOSE ROMERO, Hotel Ronveau, Golden sq. July 1. Fox, Queen Victoria st
QUARNEY, JAMES, Golcar, nr Huddersfield, Gent. June 20. Ramsden and Co,
Huddersfield
SAINTHILL, JOHN, Chilcompton, Somerset, Esq. June 30. Little, Bath
SAMSON, HANNAH, Torrington sq. June 24. Montagu, Bucklersbury
SMITH, FREDERICK WARWICK, Upper Barnsbury st, Islington, Gent. July 1.
Watson, Finsbury pavement
SPICER, SIDNEY OXFORD, Farnborough, Hants, Carpenter. June 23. Lamb and
Co, Odham
SQUIRE, JAMES, Pitfield st, Licensed Victualler. July 1. Watson, Finsbury
pavement
STANDLEY, RICHARD JOSEPH, Hungerford rd, Camden rd. July 1. Denton and
Co, Gray's inn sq
SUNDERLAND, SARAH ANN, Littleborough, Lancaster. July 1. Standring and
Taylor, King st, Rochdale
TAYLOR, THOMAS SPOFFORD, sen, Stalybridge, Chester, Veterinary Surgeon.
July 1. Taylor and Kinkaid, Stalybridge
WALKER, CHARLES, Tean Yard, Old Brompton, Farmer. June 27. Greathhead
Rochester

[Gazette, May 26.]

SALE OF ENSUING WEEK.

June 5.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., Policy,
&c. (see advertisement, May 23, p. 2).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

ROSTON.—May 24, at Beddington, Surrey, the wife of Simpson Roston, of the
Middle Temple, barrister-at-law, of a daughter.

DEATHS.

ALLAN.—April 12, at Wellington, N.Z., James Gordon Allan, barrister-at-law,
Inner Temple, aged 65.
FALCONAR.—May 22, at Warmsworth Rectory, near Doncaster, James Falconar,
F.S.A., solicitor, aged 89.
LATIMER.—May 22, at Glen View, Mannamead, John Paddon Latimer, barrister-
at-law, Middle Temple, aged 41.
STEPHENS.—May 22, at Ardenlee, Maidstone, of acute pneumonia, John Beeching
Stephens, solicitor, aged 54.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, May 26, 1885.

Wood, Andrew, Badminton Club, Piccadilly, Gent. May 18

THE BANKRUPTCY ACT, 1883.

FRIDAY, May 22, 1885.

RECEIVING ORDERS.

Bailey, Thomas, Bolton, Shopkeeper. Bolton. Pet May 18. Ord May 18. Exam
June 15 at 11
Barker, Alfred Beanland, Shipley, Yorkshire, Grocer. Bradford. Pet May 18. Ord
May 18. Exam June 9 at 12
Barnes, William, Hornchurch, Essex, Farmer. Chelmsford. Pet May 18. Ord
May 19. Exam June 8 at 12 at Shirehall, Chelmsford
Barlow, Edward, Chorlton upon Medlock, Manchester, Underclothing Manufac-
turer. Manchester. Pet May 6. Ord May 19. Exam June 18 at 2
Benjamin, Michael, Sutherland avenue. High Court. Pet May 19. Ord May 19.
Exam June 24 at 11 at 34, Lincoln's inn fields
Bolton, Francis Lee, Liverpool, Iron Merchant. Liverpool. Pet May 6. Ord
May 20. Exam June 1 at 11.30 at Court house, Government bldgs, Victoria st,
Liverpool
Brookes, William, Kingswinford, Staffs, Hatter. Stourbridge. Pet May 16. Ord
May 16. Exam June 2 at 11
Brown, Joseph, Bristol, Bootmaker. Bristol. Pet May 20. Ord May 20. Exam
June 19 at 12 at Guildhall, Bristol
Brown, Robert Gossett, Stanley gardens, Kensington pk, Doctor of Medicine.
High Court. Pet May 1. Ord May 19. Exam June 24 at 11 at 34, Lincoln's
inn fields
Calaminius, Laura, Weston super Mare, Needlework Dealer. Bridgwater. Pet
May 15. Ord May 20. Exam June 15 at 11
Conran, Philip Sidney, Gt Haywood, Staffordshire, Brewer. Stafford. Pet May
9. Ord May 18. Exam June 2 at 1 at Shirehall, Staffordshire
Dawson, Abraham, Todmorden, Lancashire, Farmer. Burnley. Pet May 18.
Ord May 19. Exam June 11 at 11
Diggle, George, Manchester, Auctioneer. Manchester. Pet May 20. Ord May
20. Exam June 19 at 2
Easton, Charles, Ferrybridge, Yorks, Innkeeper, Wakefield. Pet May 13. Ord
May 18. Exam June 4
Faithful, Richard Chamberlain, Broad st bldgs, Solicitor. High Court. Pet May
6. Ord May 20. Exam June 22 at 11 at 34, Lincoln's inn fields

Franks, James, Acton, Dairyman. Brentford. Pet Apr 24. Ord May 19. Exam
June 16 at 2
Gillett, Thomas, Fulham rd, Hammersmith, Builder. High Court. Pet Jan 15.
Ord May 20. Exam June 26 at 11 at 34, Lincoln's inn fields
Grant, John Brown, Southampton, Grocer. Southampton. Pet May 19. Ord
May 19. Exam June 3 at 1
Gregory, George, Midsomer, Norton, Somersetshire, Innkeeper. Wells. Pet
May 15. Ord May 18. Exam June 9 at 12
Hardwick, John, Manchester, Furniture Dealer. Salford. Pet May 20. Ord May
20. Exam June 10 at 11
John, John James, Cardiff, Butcher. Cardiff. Pet May 19. Ord May 19. Exam
June 11 at 2
Johnson, John, South Shields, Tobaccoist. Newcastle on Tyne. Pet May 19.
Ord May 19. Exam June 2
Lewis, John, Neath, Glamorganshire, Grocer. Neath. Pet May 20. Ord May
20. Exam June 6 at 10.30 at Townhall, Neath
Lovett, William, Leeds, Botanist. Leeds. Pet May 18. Ord May 18. Exam
June 16 at 11
Luscombe, Henry, Kingsbridge, Devonshire, Baker. East Stonehouse. Pet
May 18. Ord May 18. Exam June 9 at 12
Monk, James, Abingdon, Berks, Innkeeper. Oxford. Pet May 18. Ord May 18.
Exam June 18 at 11
O'Connor, Thomas, Stone, Watchmaker. Stafford. Pet May 18. Ord May 18.
Exam June 3 at 12 at Shirehall, Stafford
Payne, Theophilus, Southampton, Bootmaker. Southampton. Pet May 19. Ord
May 18. Exam June 3 at 12
Pearson, George, Sheffield, Carter. Sheffield. Pet May 19. Ord May 19. Exam
June 11 at 11.30
Pemberton, John, Salford, Boiler Maker. Salford. Pet May 7. Ord May 20.
Exam June 10 at 11
Prior, Edward, Bury St Edmunds, Farmer. Bury St Edmunds. Pet May 18.
Ord May 18. Exam June 8 at 2
Roberts, John, Welshpool, Montgomeryshire, without occupation. Wrexham.
Pet May 20. Ord May 20. Exam June 17
Ripley, John Nicholson, Darlington, Farmer. Stockton on Tees and Middles-
borough. Pet Apr 23. Ord May 19. Exam June 3
Robinson, George, Whitby, Shoemaker. Stockton on Tees and Middlesborough.
Pet May 19. Ord May 19. Exam June 3
Saro, Thomas, Winslow, Buckinghamshire, Linendraper. Banbury. Pet May
19. Ord May 20. Exam June 16
Seymour, William, Hinton St Mary, Dorsetshire, Farmer. Dorchester. Pet May
19. Ord May 20. Exam June 4 at 1.30 at County hall, Dorchester
Scarlett, James Booth, Denton, Sussex, Engineer. Lewes and Eastbourne. Pet
May 18. Ord May 18. Exam July 3 at 11
Sharratt, William, Longton, Staffordshire, Stonemason. Stoke upon Trent and
Longton. Pet May 19. Ord May 19. Exam June 4 at 11.15
Stevens, James Edgar, West st, Hackney, Boot Manufacturer. High Court.
Pet May 19. Ord May 19. Exam June 23 at 11 at 34, Lincoln's inn fields
Thomas, James, Abingdon, Berkshire, Cabinetmaker. Oxford. Pet May 19.
Ord May 19. Exam June 18 at 11
Thompson, Charles, and Caeburn Tweed, St. Paul's rd, Burdett rd, Bow, Builders.
High Court. Pet May 20. Ord May 20. Exam June 23 at 11 at 34, Lincoln's
inn fields
Valentin, Moritz, New Coventry st, Leicester sq, Tobaccoist. High Court.
Pet May 7. Ord May 18. Exam June 23 at 11 at 34, Lincoln's inn fields
Vizard, Francis Jobson, Eastville, nr Bristol, Hotel Manager. Bristol. Pet May
18. Ord May 18. Exam June 19 at 12 at Guildhall, Bristol
Wright, Thomas William, Montague close, Southwark, Wharfinger. High
Court. Pet May 6. Ord May 18. Exam June 23 at 11 at 34, Lincoln's inn
fields

The following amended notice is substituted for that published in

the London Gazette of May 12.

Wright, Charles Vise, East Keal, Lincolnshire, Cattle Dealer. Boston. Pet May
14. Ord May 14. Exam June 11 at 2

FIRST MEETINGS.

Bailey, Thomas, Bolton, Lancashire, Shopkeeper. June 15 at 10. 16, Wood st,
Bolton
Barker, Alfred Beanland, Shipley, Yorkshire, Grocer. June 1 at 11. Official
Receiver, Ivesgate chhrs, Bradford
Beck, Philip Michael, Bishopgate st Without, China Dealer. June 1 at 11.
Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Black, William Phipps, Sellindge, nr Hythe, Gent. May 29 at 3.30. 72, High st,
Ramsgate
Brookes, William, Kingswinford, Staffordshire, Hatter. June 2 at 10.45. C.H.
Collis, Stourbridge
Buckler, Thomas Warr, Theobald's rd, Solicitor. June 1 at 12. Bankruptcy bldgs,
Portugal st, Lincoln's inn fields
Bullock, George, Longton, Staffordshire, Grocer. June 4 at 3. Official Receiver,
Nelson pl, Newcastle under Lyme
Christy, James, Sawbridgeworth, Hertfordshire, Butcher. May 29 at 1. George
Hotel, Bishop's Stortford, Herts
Day, William Frederick, Reading, Hosier. May 29 at 12. Queen's Hotel,
Reading
Easton, Charles, Ferrybridge, Yorks, Innkeeper. June 11 at 11. Red Lion Hotel,
Pontefract
Grant, John Brown, Southampton, Grocer. June 2 at 3. Official Receiver, 4
East st, Southampton
Gregory, George, Midsomer Norton, Somersetshire, Innkeeper. June 1 at 12.30.
Official Receiver, Bank chhrs, Bristol
Guerin, Timothy, Leyton, Essex, Builder. May 29 at 12. Bankruptcy bldgs,
Portugal st, Lincoln's inn fields
Hoppensall, Law, jun., Milnsbridge, nr Huddersfield, Dyer. June 3 at 3. Official
Receiver, New st, Huddersfield, Yorkshire
Higgins, Joseph Hartley, Bradford, Yorkshire, Tobacco Dealer. May 29 at 11.
Official Receiver, Ivesgate chhrs, Bradford
Johnson, John, South Shields, Tobaccoist. June 2 at 2. Official Receiver, County
chhrs, Westgate rd, Newcastle on Tyne
Laking, William, Ripon, Yorkshire, Grocer. May 29 at 3. Clay's Railway Hotel,
Northallerton Junction
Lovett, William, Leeds, Medical Botanist. May 29 at 12. Official Receiver, St.
Andrew's chhrs, 22, Park row, Leeds
Luscombe, Henry, Kingsbridge, Devonshire, Baker. June 1 at 12. King's Arms
Hotel, Kingsbridge
Payne, Theophilus, Southampton, Bootmaker. June 2 at 2. Official Receiver, 4
East st, Southampton
Potter, Mark, Wakefield, Maltster. May 29 at 1.30. Stafford Arms Hotel, Market
place, Wakefield
Prior, Edward, Bury St Edmunds, Farmer. June 3 at 3. Guildhall, Bury St
Edmunds
Reed, John, Sunderland, Bootmaker. May 29 at 2.30. Official Receiver, St.
Andrew's chhrs, 22, Park row, Leeds
Roberts, John, Carnarvon, Grocer. June 2 at 12. Official Receiver, Crypt chhrs,
Chester
Scarlett, James Booth, Denton, Sussex, Engineer. June 1 at 3. 30, Bond st,
Brighton
Sharratt, William, Longton, Staffordshire, Stonemason. June 4 at 4. Official Re-
ceiver, Nelson place, Newcastle under Lyme

Steer, William Henry, Broomwood rd, Wandsworth Common, Builder. June 1 at 2. 109, Victoria st, Westminster
 Stiebach, Henry, Fore st, Upper Edmonton, Baker. May 29 at 11. 28 and 29, St. Swithin's lane
 Tudge, Thomas, Cinderford, Gloucestershire, Licensed Victualler. May 30 at 2.30. Wellington Hotel, Gloucester
 Valentin, Morris, New Coventry st, Leicester sq, Tobaccoconist. May 29 at 2. 98, Carey st, Lincoln's inn
 Vizard, Francis Jobson, Eastville, nr Bristol, Hotel Manager. June 4 at 1. Official Receiver, Bank chbrs, Bristol
 Whitehouse, Sarah, Edgar Isaac Whitehouse, and Joseph Trubshaw Whitehouse, Tipton, Staffordshire, Chain Manufacturers. June 3 at 2. Dudley Arms Hotel, Dudley
 Wilkin, Thomas Martin, King's Lynn, Norfolk, Solicitor. May 29 at 10.30. W. B. Whall, Market sq, King's Lynn

ADJUDICATIONS.

Allan, Charles, Highbury quadrant, Gentleman. High Court. Pet Jan 19. Ord May 19
 Arrowsmith, John William, Hereford sq, Gloucester rd, Captain in H.M. Army. High Court. Pet May 13. Ord May 19
 Bailey, Thomas, Bolton, Lancashire, Shopkeeper. Bolton. Pet May 18. Ord May 20
 Barber, John Sutton, Lichfield, Gentleman. Walsall. Pet Apr 24. Ord May 19
 Best, George Christopher Henry, Cardiff, Watchmaker. Cardiff. Pet May 1. Ord May 18
 Burgess, Charles, Wigan, Draper. Wigan. Pet May 5. Ord May 19
 Chaplin, Jabez William, Ibstock, Leicestershire, Tailor. Leicester. Pet Mar 31. Ord May 19
 Cliffe, Owen William, Harrow rd, Harlesden, Builder. High Court. Pet Mar 7. Ord May 20
 Clow, Benjamin Price, Stamford, Lincolnshire, Blacksmith. Peterborough. Pet May 13. Ord May 18
 Connor, Philip Sidney, Gt Haywood, Staffordshire, Brewer. Stafford. Pet May 9. Ord May 20
 Cottman, Henry, Salisbury, Coal Merchant. Salisbury. Pet May 1. Ord May 20
 Davies, David, Llanharan, Glamorganshire, Colliery Manager. Pontypridd. Pet May 18. Ord May 19
 Dickinson, Charles, and Peter Dickinson, Manchester, Master Porters. Manchester. Pet Apr 22. Ord May 19
 Dunn, Thomas, Reading, Bookseller. Reading. Pet Apr 17. Ord May 18
 Dunningham, Elijah Wells, Colchester, Tailor. Colchester. Pet Apr 25. Ord May 19
 Flowers, Frank, Shaldon, Devonshire, General Dealer. Exeter. Pet Apr 30. Ord May 19
 French, William Rogers, Winchester, Farmer. Winchester. Pet May 2. Ord May 19
 Giblin, Henry John, Finchfield, Essex, Grocer. Chelmsford. Pet Feb 13. Ord May 19
 Gomersall, Alfred, Halifax, Printer. Halifax. Pet May 11. Ord May 18
 Guest, Joseph, Walsall, Staffordshire, Assistant to Malleable Ironfounder. Walsall. Pet Apr 25. Ord May 18
 Hacen, William Craike, Gt Yarmouth, Grocer. Gt Yarmouth. Pet Apr 29. Ord May 18
 Harris, Benjamin Coleman, Christchurch, Hampshire, Coffee House Keeper. Poole. Pet Apr 30. Ord May 30
 Harvey, Dobson William, Sheffield, Athletic Outfitter. Sheffield. Pet May 2. Ord May 20
 Ingham, John, Atherstone, Warwickshire, Tip Printer. Birmingham. Pet May 4. Ord May 18
 Johnson, John, South Shields, Tobaccoconist, Newcastle on Tyne. Pet May 19. Ord May 20
 Jowett, James, Birstal, Yorks, Innkeeper. Dewsbury. Pet May 14. Ord May 19
 King, Philip Markwell, Little Britain, Licensed Victualler. High Court. Pet April 28. Ord May 18
 Kingston, John, Nottingham, Perambulator Manufacturer. Nottingham. Pet April 28. Ord May 18
 Levey, James William, Shepherd st, Mayfair, Furniture Dealer. High Court. Pet April 28. Ord May 18
 Lovett, William, Leeds, Medical Botanist. Leeds. Pet May 18. Ord May 18
 Neale, William, Bristol, Hatter. Bristol. Pet May 13. Ord May 19
 Paul, Allen, Roebuck terr, Enfield Highway, Tea Dealer. Edmonton. Pet May 9. Ord May 20
 Pearson, George, Sheffield, Carter. Sheffield. Pet May 19. Ord May 19
 Putt, Walter Jordan, Ipplepen, Devonshire, Baker. Exeter. Pet May 15. Ord May 18
 Roberts, John, Llanymynech, Shropshire, without occupation. Wrexham. Pet May 20. Ord May 20
 Ryder Bros., Cambridge, Tailors. Cambridge. Pet April 13. Ord May 19
 Sharrett, William, Longton, Staffordshire, Stonemason. Stoke upon Trent and Longton. Pet May 19. Ord May 19
 Spence, Richard Flowers, and Robert Harry Hobson, Bradford, Grocers. Bradford. Pet April 28. Ord May 18
 Stevens, John, Bristol, Hay Dealer. Bristol. Pet May 15. Ord May 19
 Sykes, Daniel Frederick Edward, Huddersfield, Solicitor. Huddersfield. Pet May 7. Ord May 18
 Thayer, William, Treorkey, Glamorganshire, Bootmaker. Pontypridd. Pet May 13. Ord May 18
 Tremble, Benjamin, Carlisle, Merchant. Carlisle. Pet May 6. Ord May 20
 Webster, James, Enderby, Leicestershire, Blacksmith. Leicester. Pet April 25. Ord May 19
 White, William, Sheffield, Silver Plate Manufacturer. Sheffield. Pet May 4. Ord May 20
 Williams, Ambrose William, Sheffield, Blacksmith. Sheffield. Pet April 23. Ord May 20
 Wilson, Frederick, and Robert James Fletcher, Halifax, Cabinet Makers. Halifax. Pet May 14. Ord May 18
 Wilson, William Charles, Cardigan, Cabinet Maker. Carmarthen. Pet April 24. Ord May 20

The following amended notice is substituted for that published in the
 Wrightson, John, Hockesley, Yorks, Innkeeper. Stockton on Tees and Middle-
 borough. Pet April 30. Ord May 6

TUESDAY, May 29, 1883.

RECEIVING ORDERS.

Adams, Ellen Charlotte, Old Kent rd, Chesham-on-sea, High Court. Pet May 20. Ord May 21. Exam June 1 at 11 at 34, Lincoln's inn fields
 Armstrong, David Brown, Southport, Lancashire, no occupation. Bangor. Pet May 22. Ord May 22. Exam June 2 at 12.30
 Armour, Daniel, Clifton, nr Sheffield, Bedfordshire, Plumber. Bedford. Pet May 21. Ord May 22. Exam June 11
 Baker, James, Weston rd, Kennel green, Builder. High Court. Pet April 1. Ord May 21. Exam June 24 at 11 at 34, Lincoln's inn fields
 Bailey, Thomas Brett, Fulford, Yorks, Gardener. York. Pet May 21. Ord May 22. Exam June 13 at 13 at Guildhall, York
 Bennett, William, Aston juxta Birmingham, Builder. Birmingham. Pet May 20. Ord May 20. Exam June 19 at 2

Bernstein, David, New Bond st, Traveller to Cigar Importers. High Court. Pet May 15. Ord May 22. Exam July 1 at 11 at 34, Lincoln's inn fields
 Bish, Edwin, Leeds, Grocer. Leeds. Pet May 22. Ord May 23. Exam June 16 at 11
 Boyd, Robert Nelson, Victoria st, Westminster, Engineer. High Court. Pet Nov 21. Ord May 21. Exam July 1 at 11 at 34, Lincoln's inn fields
 Coles, Charles, Croydon, Builder. Croydon. Pet May 5. Ord May 22. Exam June 19
 Dewhurst, Thomas, and Edmund Dewhurst, Bradford, Yorks, Spinners. Bradford. Pet May 21. Ord May 21. Exam June 12 at 12
 Dewhurst, Thomas, jun, Whittingham, nr Preston, Farmer. Preston. Pet May 8. Ord May 22. Exam June 12
 Downs, Edwin, and Frederick Downs Kennedy, Richmond, Surrey, Lightermen. High Court. Pet May 21. Ord May 21. Exam June 26 at 11 at 34, Lincoln's inn fields
 Evans, Thomas John, Llanfabon, Glamorganshire, Colliery Contractor. Pontypridd. Pet May 20. Ord May 20. Exam June 9 at 2
 Everard, William Grace, Colchester, Grocer. Colchester. Pet May 15. Ord May 22. Exam June 13 at 11.30 at Townhall, Colchester
 Flower, Robert, Sherborne, Dorset, Watchmaker. Yeovil. Pet May 23. Ord May 22. Exam June 11
 Forge, William, Bolton, Lancashire, Relieving Officer. Bolton. Pet May 22. Ord May 22. Exam June 15 at 11
 Fowler, Thomas, Wheelton, Lancashire, Joiner. Bolton. Pet May 23. Ord May 23. Exam June 15 at 11
 Frerichs, Jacob Andreas, Bradford, Yorks, Yarn Merchant. Bradford. Pet May 23. Ord May 23. Exam June 19 at 12
 Furnival, Penn, Ashton under Lyne, Surgeon's Assistant. Ashton under Lyne and Stalybridge. Pet May 23. Ord May 23. Exam June 11
 Greenwood, Joshua James, Lots rd, Chelsea, Marble Merchant. High Court. Pet May 22. Ord May 23. Exam July 3 at 11 at 34, Lincoln's inn fields
 Hampton, Frederick, Richmond, Builder. Wandsworth. Pet May 1. Ord May 21. Exam June 25
 Higginbottom, John, Glosop, Derbyshire, Auctioneer. Ashton under Lyne and Stalybridge. Pet May 20. Ord May 20. Exam June 11
 Hill, Luke Marshall, West Hartlepool, Tailor. Sunderland. Pet May 23. Ord May 23. Exam June 4
 Holt, James, Birmingham, out of business. Wolverhampton. Pet May 21. Ord May 21. Exam June 16
 Howard, Harriet, Denbigh, Dealer in Glass. Bangor. Pet May 23. Ord May 23. Exam June 22 at 12.30
 Hughes, Thomas John, Maidstone, Mason. Maidstone. Pet May 21. Ord May 21. Exam June 16
 Hunt, Josiah, Queen Anne's-gate, Westminster, Surveyor. High Court. Pet May 22. Ord May 22. Exam June 26 at 11 at 34, Lincoln's inn fields
 Hutchinson, John, Nottingham, Printer. Nottingham. Pet May 23. Ord May 23. Exam June 16
 Isaacs, Joseph Bennett, Cardiff, Hatter. Cardiff. Pet May 23. Ord May 23. Exam June 11 at 2
 Jackson, William Ebenezer, Dalton-in-Furness, Tanner. Ulverston and Barrow-in-Furness. Pet May 7. Ord May 21. Exam June 15 at 10.30 at The Temperance Hall, Ulverston
 Jacobs, Lionel, Stratford, Essex, Furniture Dealer. High Court. Pet May 22. Ord May 22. Exam June 26 at 11 at 34, Lincoln's inn fields
 Johnson, Joseph, Central Market, Smithfield, Merchant. High Court. Pet May 22. Ord May 23. Exam June 26 at 11 at 34, Lincoln's inn fields
 Jones, Lewis, Aberystwyth, Cardiganshire, Innkeeper. Aberystwyth. Pet May 21. Ord May 22. Exam June 2 at 1.30
 Lavenstein, Rachael, Birmingham, Clothier. Birmingham. Pet May 21. Ord May 21. Exam June 16 at 4
 Middleton, John Edmund Sill, Leeds, out of business. Leeds. Pet May 21. Ord May 22. Exam June 16 at 11
 Mole, John Wilson, Newcastle on Tyne, Tailor. Newcastle on Tyne. Pet May 21. Ord May 21. Exam June 4
 Morriss, David, Blackburn, Draper. Manchester. Pet May 16. Ord May 22. Exam June 19 at 11
 O'Brien, Fitzgerald Lucius, Ludgate-hill, Gent. High Court. Pet May 22. Ord May 23. Exam June 25 at 11 at 34, Lincoln's inn fields
 Orr, James, Canterbury-road, Brixton, Livery Stable Keeper. High Court. Pet May 22. Ord May 23. Exam June 25 at 11 at 34, Lincoln's inn fields
 Poole, George Thomas, Norwich, Furniture Broker. Norwich. Pet May 22. Ord May 23. Exam June 7 at 12 at Shire-hall, Norwich Castle
 Price, John Jenkins, Cardiff, Grocer. Cardiff. Pet May 23. Ord May 23. Exam June 11 at 2
 Prideaux, John Henry, Brixham, Devonshire, Draper. East Stonehouse. Pet May 22. Ord May 22. Exam June 12 at 12
 Richardson, George, Welland, Worcestershire, Farmer. Worcester. Pet May 5. Ord May 22. Exam June 5 at 1.30
 Roberts, John Cookman, Bury St. Edmunds, Pianoforte Tuner. Bury St. Edmunds. Pet May 21. Ord May 21. Exam June 8 at 2.30
 Rule, William Henry, Camborne, Cornwall, Mine Broker. Truro. Pet May 20. Ord May 21. Exam June 18 at 11
 Smith, Charles, Horbury, Yorkshire, Blacksmith. Wakefield. Pet May 21. Ord May 21. Exam June 4
 Smith, Jesse, Brierley Hill, Staffordshire, Grocer. Stourbridge. Pet April 28. Ord May 14. Exam June 2 at 11
 Smith, William, Coventry, Licensed Victualler. Coventry. Pet May 23. Ord May 23. Exam June 14
 Stent, James, Liphook, Hampshire, Grocer. Portsmouth. Pet May 23. Ord May 23. Exam June 8
 Summers, Robert, East Retford, Nottinghamshire, Innkeeper. Lincoln. Pet May 20. Ord May 20. Exam June 16 at 2.30
 Villar, Alfred Edwin, Pall Mall, Wine Merchant. High Court. Pet May 23. Ord May 23. Exam June 30 at 11 at 34, Lincoln's inn fields
 Williams, Joseph, Manchester, Dentist. Manchester. Pet May 21. Ord May 21. Exam June 19 at 11

FIRST MEETINGS.

Armour, Daniel, Clifton, near Sheffield, Plumber. June 4 at 2. 6, St Paul's sq, Bedford
 Barber, John, and Harold John Sharpe, St Thomas st, East Southwark, Glass Merchants. June 3 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Barnes, William, Hornchurch, Essex, Farmer. June 4 at 4. County Court, Romford
 Benjamin, Michael, Sutherland avenue, June 4 at 11. 83, Carey st, Lincoln's inn fields
 Bish, Edwin, Leeds, Grocer. June 4 at 13. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
 Brown, Joseph, Bristol, Boot Manufacturer. June 9 at 12.30. Official Receiver, Bank chbrs, Bristol
 Connor, Philip Sidney, Great Haywood, Staffordshire, Brewer. June 3 at 11.30. County Court Offices, Stafford
 Dawson, Abraham, Todmorden, Lancashire, Farmer. June 2 at 8.30. Queen's Hotel, Todmorden
 Dorrington, H. (Separate Estate), Accrington, Lancashire, Wine Merchant. June 3 at 2.30. Commercial Hotel, Blackburn rd, Accrington
 Dorrington, R. A., and H. Dorrington, Accrington, Lancashire, Wine Merchants. June 3 at 2. Commercial Hotel, Blackburn rd, Accrington
 Dorrington, R. A. (Separate Estate), Accrington, Lancashire, Wine Merchant. June 3 at 2.15. Commercial Hotel, Blackburn rd, Accrington
 Evans, Thomas John, Llanfabon, Glamorganshire, Colliery Contractor. June 3 at 12. Official Receiver, Merthyr Tydfil

Fielding, Thomas David, Hackney rd, Commission Agent. June 8 at 2. 33, Carey st, Lincoln's inn
 Fogg, William, Bolton, Relieving Officer. June 5 at 10. 16, Wood st, Bolton
 Higginbottom, John, West Glossop, Derbyshire, Auctioneer. June 3 at 2.
 Official Receiver, Townhall chhrs, Ashton under Lyne
 Holt, John, Birmingham, out of business. June 4 at 3.30. Official Receiver's
 Office, Wolverhampton
 Hughes, Thomas John, Maidstone, Mason. June 4 at 3.15. Official Receiver,
 Week st, Maidstone
 Jackson, William Ebenezer, Dalton in Furness, Tanner. June 3 at 3. Official
 Receiver, 2, Paxton ter, Barrow in Furness
 John, John James, Cardiff, Butcher. June 4 at 12. Official Receiver, 2, Bute
 crescent, Cardiff
 Lavenstein, Rachael, Birmingham, Clothier. June 8 at 11. Official Receiver,
 Birmingham
 Lewis, John, Neath, Glamorganshire, Grocer. June 3 at 12. Castle Hotel, Neath
 Lovell, Walter, Rushden, Northamptonshire, Shoe Manufacturer. June 3 at 12.
 County Court bldgs, Northampton
 McMillan, Robert, South Petherton, Somersetshire, Solicitor. June 8 at 4. Three
 Choughs Hotel, Yeovil
 Middleton, John Edmund Hill, Leeds, out of business. June 4 at 11. Official Re-
 ceiver, St Andrew's chhrs, 22, Park row, Leeds
 Mole, John Wilson, Newcastle on Tyne, Tailor. June 4 at 2. Official Receiver,
 County chhrs, Newcastle on Tyne
 O'Connor, Thomas, Stone, Staffordshire, Watchmaker. June 3 at 1.30. County
 Court Offices, Stafford
 Pearson, George, Sheffield, Carter. June 5 at 2.30. Official Receiver, Figtree
 lane, Sheffield
 Perren, Robert Burchall, South Petherton, Somersetshire, Solicitor. June 8 at 3.
 Three Choughs Hotel, Yeovil
 Poole, George Thomas, Norwich, Furniture Broker. June 2 at 12.30. Official Re-
 ceiver, King st, Norwich
 Powell, Athelstan Charles, Aberystwith, Cardiganshire, Surgeon Dentist. June
 2 at 1.30. County Court Office, Aberystwith
 Roberts, John Cookham, Bury St Edmunds, Pianoforte Tuner. June 3 at 2.15.
 Guildhall, Bury St Edmunds
 Robinson, George, Whitby, Shoemaker. June 2 at 11. Official Receiver, 8, Albert
 rd, Middlesborough
 Sadler, Richard Dendy, Water lane, Wine Merchant. June 5 at 2. Bankruptcy
 bldgs, Portugal st, Lincoln's inn fields
 Seymour, William, Hinton St Mary, Dorsetshire, Farmer. June 3 at 12. Laing's
 Hotel, Wimborne
 Smith, Charles, Horbury, nr Wakefield, Blacksmith. June 3 at 11. Official Re-
 ceiver, Southgate chhrs, Southgate, Wakefield
 Smith, Jesse, Brierley Hill, Staffordshire, Grocer. June 2 at 10.15. Charles
 Herbert Collis, Solicitor, Stourbridge
 Sutton, Alfred, Seven Sisters' rd, Holloway, Bootmaker. June 3 at 2. 33, Carey
 st, Lincoln's inn
 Wright, Charles Vise, East Keal, Lincolnshire, Cattle Dealer. June 4 at 12.
 Official Receiver, 48, High st, Boston

The following Amended Notice is substituted for that published in the
 London Gazette of May 22, 1885.

Day, William Frederick, Reading, Hosier. June 5 at 3. Official Receiver, 100,
 Victoria st, Westminster

ADJUDICATIONS.

Adamson, Henry, Fenchurch st. High Court. Pet Apr 11. Ord May 22
 Armstrong, David Brown, Southport, Lancashire, no occupation. Bangor. Pet
 May 22. Ord May 22
 Atkins, Benjamin, Hednesford, Staffordshire, Grocer. Walsall. Pet Jan 30.
 Ord May 21
 Barlow, Edward, Manchester, Underclothing Manufacturer. Manchester. Pet
 May 6. Ord May 21
 Bennett, William, Walthamstow, Carman. High Court. Pet April 29. Ord
 May 22
 Black, William Phipps, Sellindge, nr Hythe, Gent. Canterbury. Pet April 29.
 Ord May 18
 Brookes, William, Kingswinford, Staffordshire, Hatter. Stourbridge. Pet May
 16. Ord May 21
 Brown, Joseph, Bristol, Boot Manufacturer. Bristol. Pet May 20. Ord
 May 22
 Cook, John, the Pavement, Lower Clapton, Boot Dealer. High Court. Pet May
 8. Ord May 22
 Diggle, George, Manchester, Auctioneer. Manchester. Pet May 20. Ord
 May 21
 Downs, Edwin, and Frederick Downs Kennedy, Richmond, Lightermen. High
 Court. Pet May 21. Ord May 21
 Dyer, William, Northumberland place, Bayswater, Builder. High Court. Pet
 Feb 24. Ord May 21
 Elderton, Arthur, Paignton, Devonshire, Major-General on Retired List. Exeter.
 Pet May 7. Ord May 21
 Freudenthal, Alfred Graves, Great St. Helen's, Commission Merchant. High
 Court. Pet May 6. Ord May 22
 Fulton, Peter Anderson, Cannon st, Engineer. High Court. Pet Mar 31. Ord
 May 22
 Hayward, James Prince, Banbury, Oxford, Coachbuilder. Banbury. Pet May 5.
 Ord May 21
 Holdsworth, William Henry, Leeds, Olgar Merchant. Leeds. Pet May 4. Ord
 May 20
 Hughes, Thomas John, Maidstone, Mason. Maidstone. Pet May 21. Ord
 May 21

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Isaacs, Joseph Bennett, Cardiff, Glamorganshire, Hatter. Cardiff. Pet May 22.
 Ord May 22
 Kilshaw, William Tyson, Liverpool, Gentleman. Liverpool. Pet April 9. Ord
 May 22
 Legge, Edward, address unknown, Journalist. High Court. Pet April 21. Ord
 May 22
 Lovick, Thomas, Horsham St. Faiths, Norfolk, Farmer. Norwich. Pet April 29.
 Ord May 22
 Mansfield, Thomas James, Shaftesbury, Dorsetshire, Watchmaker. Salisbury.
 Pet April 24. Ord May 22
 Morrins, David, Blackburn, Draper. Manchester. Pet May 16. Ord May 22
 Reed, John, Sunderland, Bootmaker. Sunderland. Pet May 12. Ord May 21
 Rees, Henry, Carmarthen, Labourer. Carmarthen. Pet May 1. Ord May 21
 Robinson, George, Whitby, Shoemaker. Stockton on Tees and Middlesborough.
 Pet May 19. Ord May 22
 Smith, Charles, Horbury, Yorkshire, Blacksmith. Wakefield. Pet May 21. Ord
 May 21
 Smith, Robert George, Long lane, West Smithfield, Milliner. High Court. Pet
 May 1. Ord May 21
 Smith, Thomas Slater, Kimbolton, Huntingdonshire, Merchant. Bedford. Pet
 May 8. Ord May 22
 Stillwell, Moses, The Plain, Wandsworth, Timber Merchant. Wandsworth. Pet
 Apr 15. Ord May 21
 Summers, Robert, East Retford, Nottinghamshire, Innkeeper. Lincoln. Pet
 May 20. Ord May 20
 Thornicroft, Thomas, jun., Iverson rd, Brondesbury, Coal Merchant. High
 Court. Pet Feb 20. Ord May 22
 Whites, Charles Woolfrey, Willoughby rd, Hampstead, Commercial Traveller.
 High Court. Pet May 5. Ord May 22
 Wilcock, Ellen, John Wilcock, sen., John Wilcock, jun., George Watson, Sarah
 Thompson, William Henry Wilcock, James Arthur Wilcock, and Edwin
 Walker Wilcock, Blacker, nr Barnsley, Yorkshire, Colliery Proprietors.
 Barnsley. Pet Apr 29. Ord May 21
 Williams, Joseph, Manchester, Dentist. Manchester. Pet May 21. Ord
 May 21
 Winter, Captain N. N., Duke st, St James's. High Court. Pet Mar 27. Ord
 May 22
 Wray, Arthur, Leeds, Tobaccoist. Leeds. Pet May 7. Ord May 21

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Authorized by the Colonial "New Zealand Loan Act, 1884," for Immigration, Railways, Roads, Bridges, Public Buildings, and other purposes mentioned in the Act.

The Governor and Company of the Bank of England give notice that, on behalf of the Agents appointed for raising and managing the Loan under the above Act (Sir Penrose Goodchild Julian, K.C.M.G., C.B., and Sir Francis Dillon Bell, K.C.M.G.), they are authorized to receive Tenders for £1,500,000 New Zealand Government £4 per Cent. Consolidated Stock, repayable at par on the 1st November, 1899.

This Stock will be in addition to, and will rank pari passu with, the New Zealand £4 per Cent. Consolidated Stock previously created, the Dividends on which are payable half-yearly at the Bank of England, on the 1st May and 1st November.

The first half-year's Dividend on this issue, calculated upon the nominal amount of Stock, will be payable on the 1st November next.

The books of the Stock are kept at the Bank of England, where all assignments and transfers are made; and holders of the Stock are able, on payment of the usual fees, to take out Stock Certificates to Bearer, with Coupons attached, which Certificates may be re-inscribed into Stock at the will of the holder.

All Transfers and Stock Certificates are free of Stamp Duty.

Dividend Warrants are transmitted by post if desired.

The Loan is secured on the Consolidated Fund of the Colony of New Zealand, which includes the revenue derived from the Railways, and from the sales and leases of Public Lands.

By the Act 40 & 41 Vic. ch. 59, the Revenues of the Colony of New Zealand alone will be liable in respect of the Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of Her Majesty's Treasury will not be directly or indirectly liable or responsible for the payment of the Stock or of the Dividends thereon, or for any matter relating thereto.

Tenders may be for the whole or any part of the Stock, and must state what amount of money will be given for every £100 of the Stock. Tenders for other than even hundreds of Stock, or at a price including fractions of a shilling other than sixpence, will not be preferentially accepted. Tenders are to be delivered at the Chief Cashier's Office, Bank of England, before two o'clock on Thursday, 4th June, 1885. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

The minimum price, below which no tender will be accepted, has been fixed at £97 10s. for every £100 of Stock.

A deposit of five per cent. on the amount of Stock tendered for must be paid at the same office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

In the event of the receipt of tenders for a larger amount of Stock than that proposed to be issued at or above the minimum price, the tenders at the lowest price accepted will be subject to a *pro rata* diminution.

The dates at which the further payments on account of the said Loan will be required are as follows:

On Thursday, 11th June, 1885, so much of the amount tendered and accepted as, when added to the deposit, will leave Eighty Pounds (Sterling) to be paid for each hundred pounds of Stock;

On Friday, 10th July, 1885, £20 per cent.;

On Friday, 7th August, 1885, £20 per cent.;

On Tuesday, 1st September, 1885, £20 per cent.;

On Thursday, 1st October, 1885, £20 per cent.

The instalments may be paid in full on or after 11th June, 1885, under discount at the rate of 2 per cent. per annum. In case of default in the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

Script Certificates to Bearer will be issued in exchange for the provisional receipts.

The Stock will be inscribed in the Bank Books on or after 1st October, 1885, but Script paid up in full, in anticipation, may be inscribed forthwith.

Applications must be upon the printed forms which, together with a statement showing the condition and prospects of the Colony, may be obtained at the Chief Cashier's Office, Bank of England; of Messrs. Mulhens, Marshall, & Co., 4, Lombard-street; of Messrs. J. & A. Baring, 16, Old Broad-street; and at the Offices of the Agents, General of New Zealand, 7, West-spring-chambers, S.W., where also copies of the Act authorizing the Loan may be seen.

Bank of England, 29th May, 1885.

CITY OF LONDON.

By order of Trustees, to close the Trust.—Valuable Freehold Property, close to the Custom-house, and well situated for the wine, shipping, fruit, coal, and fish trades.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, JUNE 10th, at TWO, in One Lot, a valuable FREEHOLD PROPERTY, comprising the premises Nos. 12 and 13, Water-lane, one of the connecting thoroughfares between Tower-street and Thames-street, from which latter it is only removed one door, close to the Custom-house, three minutes' walk from the Mark-lane Station on the Metropolitan District Railway, in the heart of the wine, fruit, fish, coal, and shipping trades, and admirably adapted for any business purposes in connection with either. The property possesses a commanding frontage, covers an area of about 1,300 feet, and forms an admirable site for the erection of modern premises, while, in their present state, old-fashioned though they are, a remunerative rent can be obtained.

Particulars of Messrs. Kennedy, Hughes, & Kennedy, Solicitors, 1, Clement's-inn, Strand, W.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

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MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, JUNE 10th, at TWO o'clock (unless previously disposed of by private contract), a valuable FREEHOLD ESTATE, land-tax redeemed, advantageously situated in Queen Anne's-gate, facing Queen Anne's-mansions, immediately contiguous to St. James's-park, and close to that station on the District Railway. It has a commanding frontage and ample depth, contains over 5,000 superficial feet, and is admirably adapted for the erection of residential chambers, or a variety of other objects, for which the position, from its proximity to the Houses of Parliament, the Government offices, the parks, and all the resorts of fashion, so pre-eminently adapts it. Vacant possession will be given on completion.

Particulars of Messrs. Saxton & Son, Solicitors, 11, Queen Victoria-street, E.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

The Law Life Assurance Society.—Rare and important Investments in Shares.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, JUNE 10th, at TWO o'clock, in Lots, valuable INVESTMENTS, comprising 50 £100 shares (£10 per share paid in cash and £90 per share added out of accumulated profits) in the Law Life Assurance Society (established in 1829). The assets are re-valued quinquennially, when a bonus is declared. The dividend for 1880 to 1884 was at the rate of 44 5s. per share, with a bonus paid in May last of £10 per share, thus giving an average return of 6 1/2 per cent. per annum.

Particulars at the Mart; of Messrs. Potter, Sandford, & Kilvington, Solicitors, 33, King-street, Cheap-side, E.C.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

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more modern and commodious premises, notably a factory or warehouse, which from its position would be in demand, while the site is equally suitable for a repository, railway carriers, goods depot, or other similar purpose. The premises are now let at the low rent of £285 per annum, tenants paying all outgoings. Early possession can be had.

Particulars of Messrs. Micklethorn, Hollingworth, & Monkland, Solicitors, 19, Gresham-street, E.C.; of Messrs. F. R. Smith & Sons, Solicitors, 40, Aldersgate-street; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

MESSRS. PUTTICK & SIMPSON, Literary and Fine Art Auctioneers, 47, Leicester-square, London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 4th, and that their warehouses are open daily for the reception of goods consigned to them for sale.

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